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MASTERPIECES FROM THE FISCH DAVIDSON COLLECTION

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INTRODUCTION

BY GEORGE WACHTER

The Sotheby's Old Masters team is delighted to have the opportunity to sell the extraordinary collection of Mark Fisch and Rachel Davidson that began its formation close to thirty years ago with enormous care and thought from the very outset.

The Fisch Davidson collection began in earnest when the early rediscovered masterpiece by Guercino of *Jacob Mourning over Joseph's Bloodied Coat* appeared in a Sotheby's New York sale in January of 1995. The picture was extremely dirty at the time and when it was purchased and cleaned, it became apparent that not only was this the original prime version by Guercino of a picture known in a few other examples, but that it also was dated to 1619/1620, a magical early time in Guercino's trajectory.

It was from that early acquisition that a tone and taste level for the collection was established. For me personally, it became immediately apparent that only the boldest images of best quality by the greatest artists would be considered. Indeed, that is what the ultimate result was. The collection grew over time with one masterpiece after another, including the remarkable Rubens of *The Head of John the Baptist Presented to Salome*, dating from the same moment as the great *Massacre of the Innocents,* and is a painting of extraordinary quality and condition.

This group of ten pictures represents the best of the period from 1600 to 1660, with stunning works by Bernardo Cavallino, Valentin du Boulogne and the third of the famous "Sauli" paintings by Orazio Gentileschi, the other two of which are currently at the Getty Museum.

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THE FISCH DAVIDSON COLLECTION: AN APPRECIATION

BY KEITH CHRISTIANSEN

What distinguishes the Fisch Davidson collection is the sustained level of quality of the paintings combined with a willingness to embrace powerful subjects that lesser collectors might find "difficult". There is nothing shy about these pictures.

Take, for example, the extraordinary *Judith with the Head of Holofernes* by Giulio Cesare Procaccini. What a shockingly bold picture! It was created for one of the most important collectors in Genoa, Gian Carlo Doria, who was also a patron of Rubens during the Flemish master's stay in Italy. Rubens's *The Head of John the Baptist Presented to Salome*, painted after his return to Antwerp, is a work in which the still young artist fearlessly explores the violent and sexual dynamics of the Biblical narrative like some pre-cinematic Martin Scorsese. It's the kind of painting that, once seen, you won't forget.

Or, to take yet another example: Bernardo Cavallino's disturbing painting of *Saint Bartholomew* holding the knife with which he will be martyred as he fatalistically stares into space, contemplating the fate that awaits him. Who would guess that this most elegant of painters could plumb such depths of darkness? These are Baroque paintings that speak with a contemporary voice. Their modernity lies in their probing, psychological dimension combined with dramatic flair, realized with brilliantly descriptive brushwork.

1

MATTIA PRETI

Taverna, Calabria 1613 - 1699 Valletta, Malta

Man cutting a block of tobacco with another figure smoking a pipe behind

oil on canvas

40⅝ by 35⅝ in.; 103.2 by 90.5 cm.

$ 1,000,000-1,500,000

PROVENANCE

Anonymous sale, London, Sotheby's, 13 December 2001, lot 48;

Where acquired by Jean-Luc Baroni, London;

From whom acquired by the present collectors, 2002.

EXHIBITED

New York, Metropolitan Museum of Art, on loan, 2013 - 2022.

LITERATURE

K. Sciberras, *Mattia Preti: The Triumphant Manner,* Valletta 2012, pp. 58-59, 450, reproduced in color (in reverse) fig. 91;

K. Sciberras, *Mattia Preti: Life and Works,* Valletta 2020, pp. 178, 293, cat. no. 313, reproduced in color fig. 175.

Part-genre scene, part-still life, and possibly part-portrait, this dramatic image is perhaps unique in seventeenth-century art. Dating from Preti's Maltese period, the painting's fluid brushwork and freedom of expression typify his work from the 1660s.

After spending the first part of his career in Rome and Naples, Preti relocated to Malta in 1661. Already a member of the Knights of Malta upon his arrival, he soon became a Knight of Grace and eventually a Knight of Justice, serving both as the Order's most important artist and as an integral member of its ruling body. When Preti produced this striking image, he was also at work on the most ambitious undertaking of his career: the decoration with scenes from the life of Saint John the Baptist in the Church of Saint John, Valletta (fig. 1).

Fig. 1. Mattia Preti, Scenes from the life of Saint John the Baptist, Valletta, Co-Cathedral of San Giovanni. Photo courtesy of Midsea Books from *Mattia Preti: Life and Works* by Keith Sciberras

Fig. 2. Mattia Preti, *Conversation of Saint Paul*, oil on canvas, Valletta, Co-Cathedral of San Giovanni. Photo courtesy of Midsea Books from *Mattia Preti: Life and Works* by Keith Sciberras

Bernardo de' Dominici, the eighteenth-century Neapolitan art historian who chronicled Preti's life, championed his work, lauding his "*perfetto disegno, gran componimento, ed ottimo chiaroscuro*," as well as his insistence on working directly from nature.[1] The emphatic insistence on naturalistic depiction is evident in the unidealized depiction of the figure, depicted with striking frankness—his feet are dirty, nails untrimmed, and head unevenly shaved.

Sitting cross-legged, the man is engrossed in the laborious task of cutting tobacco—his combination of mental focus and manual dexterity almost mimics the painter's own practice—and the entire life cycle of the product is on view. Several blocks of uncut tobacco are situated in the foreground at left, beside which is a small balance. At right sits a sieve, above which several pipes are arrayed on a shelf. And in the background a second figure puffs on a lit pipe, enjoying the fruits of the seated man's labors.

Fig. 3. Mattia Preti, *Ecce Homo*, oil on canvas, Valletta, Co-Cathedral of San Giovanni. Photo courtesy of Midsea Books from *Mattia Preti: Life and Works* by Keith Sciberras

Malta's position in the Mediterranean basin made it a fertile meeting ground for artists, merchants, mercenaries, and others, from East and West. As the site of artistic and cultural exchange underpinned by imperial and mercantile ambitions, Valletta in particular formed a hub for the thriving slave trade. And while the central figure's identity remains uncertain, he was likely enslaved at the time Preti depicted him here. Riccardo Lattuada has, in fact, suggested that the seated man may be one of four slaves owned by Preti: a man named Cianferlì, whom Preti later granted manumission and taught the rudiments of painting.[2] Regardless of the man's identity, Preti must have known the sitter, as his likeness reappears in several works produced during the 1660s: the standing figure holding the horse's bit in the *Conversion of Saint Paul* (fig. 2) and Christ's tormentors at left in *Ecce Homo* (fig. 3), among them.

[1] "perfect drawing, grand compositions, and excellent chiaroscuro," B. de' Dominici, *Vite de' pittori, scultori, ed architetti napoletani*, Naples 1742, vol. III, p. 113.
[2] B. de' Dominici, *Vite de' pittori, scultori, ed architetti napoletani*, Naples 1742, vol. III, p. 384.

2

GIULIO CESARE PROCACCINI

Bologna 1574 - 1625 Milan

Judith and Holofernes

inscribed by a seventeenth-century hand on the reverse: *G.C. Procaccini / + M.A.D.*

oil on canvas

52⅝ by 38⅞ in.; 133.7 by 98.7 cm.

$ 1,000,000-1,500,000

PROVENANCE

Commissioned by Giovan Carlo Doria (1576-1625), Genoa (1617 - 1621 inv. no. 401);

Thence by descent to his son, Agostino Doria (d. 1644), Genoa (1625 - 1641 inv. no. 114);

Thence by inheritance to his uncle, Gio. Carlo's brother, Marc Antonio Doria (1572-1651), Genoa (according to an inscription on the reverse);

Thence probably by inheritance to Marcantonio IV Doria (1765-1837), Prince of Angri, Genoa, by 1780;

Private collector, Geneva;

By whom anonymously sold ("The Property of a Gentleman of Title"), London, Sotheby's, 8 July 1992, lot 89;

With Whitfield Fine Arts, London, 1994;

From whom acquired by the present collectors, 1995.

EXHIBITED

New York, Hall & Knight, *Procaccini in America,* 15 October - 23 November 2002, no. 10.

LITERATURE

C.G. Ratti, *Instruzione di quanto puo' vedersi di piu' bello in Genova in pittura, scultura, ed architettura ecc.*, Genoa 1780, p. 332;

H. Brigstocke, "L'attività scultorea di Giulio Cesare Procaccini, Documenti e testimonianze—Procaccino, Cerano, Morazzone, Dipinti lombardi del primo Seicento dalle civiche collezioni genovesi," in *Burlington Magazine* 136, no. 1090 (January 1994), p. 34, reproduced fig. 36;

H. Brigstocke, *Procaccini in America,* exhibition catalogue, New York 2002, pp. 41, 98-101, 130-131, 137, 139, 191, cat. no. 10, reproduced p. 41 plate 76, p. 191, and in color p. 99;

This spectacular painting was likely executed around 1618, when Procaccini was at the height of his dramatic powers. Commissioned by Giovan Carlo Doria, one of the most important Genoese art patrons of the seventeenth century, the painting captures the artistic zeitgeist percolating in the cosmopolitan port city in the early seventeenth century. Procaccini's technical virtuosity recalls the painterly brilliance evident in the works Sir Peter Paul Rubens had produced during his time there in the previous decade.

Born into a family of artists in Bologna, Procaccini spent his career in northern Italy, largely in Milan. He began as a sculptor, working at the Fabbrica of the Milan Duomo, before turning to painting around 1600, and his powerfully modelled painted figures retain a sculptural sensibility. Procaccini established a relationship with Giovan Carlo Doria by at least 1611 and this *Judith and Holofernes* was produced between 1616—the date of Doria's first inventory, which did not include the work—and 1621—when his second inventory, which did include the work, was completed. As one would expect in a work produced for Procaccini's most important patron, *Judith and Holofernes* serves as a demonstration of the artist's wide-ranging painterly abilities: Judith's face is painted with exquisite finish, while the vibrant drapery is rendered with near-expressionistic freedom.

Fig. 1 Giulio Cesare Procaccini, *Christ and the adulteress*, oil on canvas, Genoa, Palazzo Durazzo Pallavicini collection.

Fig. 2. Giulio Cesare Procaccini, *Penitent Magdalene with an angel*, oil on canvas, Milan, Pinacoteca di Brera, inv. no. 237. Photo © Electa / Bridgeman Images

Fig. 3. Giulio Cesare Procaccini, *Judith and Holofernes*, oil on canvas, Milan, Pinacoteca del Castello, inv. no. 653. Luisa Ricciarini / Bridgeman Images

Fig. 4. Orazio Gentileschi, *Judith and Holofernes*, oil on canvas, Hartford, Wadsworth Atheneum, inv. no. 1949.52

LITERATURE CONTINUED.

F.M. Ferro, "Postille a Giulio Cesare Procaccini," in *Arte lombarda del secondo millennio: Saggi in onore di Gian Alberto Dell'Acqua*, F. Flores d'Arcais, M. Olivari, and L. Tognoli Bardin (eds.), Milan 2003, p. 43;

V. Farina, "Gio. Carlo Doria (1576 - 1625)," in *L'età di Rubens: Dimore, committenti e collezionisti genovesi,* exhibition catalogue, P. Boccardo (ed.), Milan 2004, p. 191, reproduced fig. 2;

F. Frangi, *Daniele Crespi: La giovinezza ritrovata,* Segrate 2012, p. 80 note 19;

A. Morandotti, in *Museo Lechi, primi studi e riscoperte,* P. Boifava, F. Frangi, and A Morandotti, (eds.), Brescia 2012, p. 60, under cat. no. 14;

O. D'Albo, "Sulla fama del 'Correggio Insubre,' Un primo squardo alla fortuna di Giulio Cesare Procaccini nelle collezioni europee tra Seicento e Ottocento," in *Lombardia ed Europa: Incroci di storia e cultura*, D. Zardin, (ed.), Milan 2014, p. 205;

O. D'Albo, "Giulio Cesare Procaccini, per un catalogo dei dipinti," Ph.D. diss., Università Cattolica di Milano 2016, p. 280, cat. no. 96, reproduced;

H. Brigstocke and O. D'Albo, *Guilio Cesare Procaccini, Life and Work,* Turin 2020, pp. 41, 354, 372, 437-438, cat. no. 104, reproduced in color p. 137.

Procaccini spent much of 1618 in Genoa, where he was particularly prolific. Stylistically, *Judith and Holofernes* bears striking similarities with his *Christ and the adulteress* (fig. 1) and *Penitent Magdalene with an angel* (fig. 2), which both date from this moment. All three compositions are tight and compact, with the figures inventively cropped for dramatic effect. The use of warm, jewel-like tones and vigorous impasto speaks to the artistic influence exerted by Rubens, who had departed Italy in 1608, but whose sumptuous portraits and theatrical altarpieces produced for Genoese patrons, including Giovan Carlo Doria, would have been familiar to the artist.

Here Procaccini offers a palpable rendition of Judith, whom he depicts with an almost sculptural presence. Bedecked in silk and pearls, she smiles coyly at the viewer, to whom she turns back to face, as she holds Holofernes's head. As the city of Bethulia, where Judith lived, collapsed under the Assyrian general's siege, the beautiful and wealthy widow hatched a plan for salvation. Adorning herself "so as to catch the eye of any man who might see her," she crossed the Assyrian battle lines together with her wily maid, Abra.[1] Enchanted by Judith's beauty, Holofernes threw a banquet in her honor, hoping to seduce her afterward. Once he became inebriated, however, Judith seized the opportunity: wielding Holofernes's own sword, she beheaded him with two deft blows. Assisted by Abra, Judith hid the general's head in a sack and escaped the Assyrian camp. Once Holofernes's demise was discovered, his army fled in disarray.

The subject's dual conceit—as an allegory of virtuous struggle triumphing over depraved tyranny and as an admonition against man's downfall at the hands of a cunning woman—resonated strongly in the first decades of the seventeenth century, when many artistic interpretations of the theme were produced. Procaccini himself revisited Holofernes's demise in the 1620s (fig. 3), the same years that Orazio Gentileschi depicted the decapitation (fig. 4) for another Genoese patron, Pietro Gentile.

Judith and Holofernes appears in the second inventory documenting Giovan Carlo Doria's collection, drawn up between 1617 and 1621.[2] The canvas is listed among almost five hundred paintings, including works by Rubens, Anthony van Dyck, and Simon Vouet, among others. Procaccini's painting reappears in Giovan Carlo's posthumous inventory, compiled between 1625 and 1641, by which time the work had passed to his son, Agostino Doria.[3] Following the latter's death in 1644, the painting was inherited by Giovan Carlo's brother, Marcantonio, whose initials are inscribed on the original canvas's *verso*. The painting likely remained in the possession of the Doria family until at least 1780, when Carlo Giuseppe Ratti lists a work by Procaccini with the same subject in the collection of Marcantonio IV, Prince of Angri.[4]

[1] Judith (10:5).
[2] Inv. no. 401: *"Giudita del Prochassino."* The inventory, contained in the Archivio Doria d'Angri, Naples, is transcribed in Brigstocke and D'Albo 2020, p. 437.
[3] Inv. no. 114: *"Giudit di Procaccino."* As above, the inventory is contained in the Archivio Doria d'Angri, Naples, and transcribed in Brigstocke and D'Albo 2020, p. 437.
[4] *"Una Giuditta, del Procaccino"* hung in the *Salotto primo*. Ratti 1780, p. 332.

○ 3

ARTIST ACTIVE IN THE CIRCLE OF REMBRANDT VAN RIJN, CIRCA 1640-1650

Young man asleep before an open book

inscribed with inventory number lower right: *204*

oil on canvas

24¾ by 24¾ in.; 63 by 63 cm.

$ 500,000-700,000

PROVENANCE

Empress Maria Theresa (1717-1780), Vienna, recorded in her Picture Gallery in 1772, inv. no. 204 (as "A Breast piece (half portrait), showing a man leaning on his hand, and sleeping, painted in the manner of Reinbrands (Rembrandt)");

Thence by descent to Karl Ferdinand, Archduke of Austria (1818-1874), Vienna;

Thence by exchange with private collector;

Han Coray (1880-1974) and Dorrie Stoop (1895-1928), Zurich and Erlenbach;

By whom offered at their sale, Lucerne, Theodore Fischer, 29 July 1925, lot 10 (as Karel Fabritius), where unsold;

Han Coray's sale, Berlin, Wertheim, 1 October 1930, lot 68 (as Carel Fabritius), for 55,000 Reichsmark;

Sale, Lucerne, Theodore Fischer, 2-5 September, 1942, lot 75 (as Fabritius), where unsold and reoffered with lot 1275 as a combined offering;

With A. Mak, Amsterdam;

Anonymous sale, Lucerne, Fischer Gallery, 9-11 May 1989, lot 2962 (as Manner of C. Fabritius);

Where acquired by Johnny van Haeften, London;

With Haboldt & Co., Paris, by 1991 (as Willem Drost);

From whom acquired by Mauro Herlitzka, New York and Buenos Aires;

From whom acquired by a private collector, Switzerland;

From whom acquired by the present collectors.

This moving and elegantly composed painting shows a young man who has fallen asleep over an open book laid out on a table. While the artist of the work continues to elude scholars, it has previously been associated with some of the painters working around Rembrandt in the 1640s and early 1650s, including Karel Fabritius and Willem Drost. The incredibly beautiful, reflective brushwork appears to be by the hand of a rather accomplished artist who must have been looking at Rembrandt's tenebrist paintings of those years, and perhaps working quite closely with him. The emotive nature and unique composition are quite bold and striking despite the quietude of the scene, and the overall result is a painting that appeals to the modern eye, perhaps even more than it would have in the seventeenth century.

Fig. 1. Hieronymus (Jerome) Wierix, after Philips Galle, *Sloth (Acedia)*, from The Seven Vices, engraving; second state of two

Fig. 2. Rembrandt van Rijn, *Old man asleep by the fire*, oil on oak panel, Turin Galleria Sabauda, inv. no. 41

Fig. 3. Rembrandt van Rijn, *Old woman sleeping*, etching

EXHIBITED

Paris, Haboldt & Co., *Portrait de l'artiste, images des peintres 1600-1890*, 1991-1992, no. 14 (as Willem Drost).

LITERATURE

J. Rosa, *Inventarium über Die in der Kaiserl. Königl. Bilder-Gallerie vorhandene Bilder und Gemälde*, 1772, archive of the Picture Gallery, Kunsthistorisches Museum, Vienna, no. 204;

Portrait de l'artiste, images des peintres 1600-1890, exhibition catalogue, Paris 1991, p. 42, cat. no. 14 (as Drost);

W. Sumowski, *Gemälde der Rembrandt-Schüler*, Landau and Pfalz 1994, vol. 6, p. 3704, cat. no. 2258, reproduced in color p. 3843 (as Drost);

J. Bikker, *Willem Drost (1633-1659): A Rembrandt Pupil in Amsterdam and Venice*, New Haven and London 2005, pp. 150-151, reproduced fig. R20 (under rejected paintings).

Presented at half-length, a young scholar leans heavily on his left hand, eyes closed, with his right arm resting atop the book and tucked under his elbow. The mood is quiet and room is dark; a single source of light comes from outside of the composition, to the left of the viewer. It casts shadows in the drapery of the scholar's coat, and lights only the right side of his face, delicately highlighting the hairs on his slightly overgrown mustache and unkempt hair.

The exact subject of this intriguing painting also remains a mystery. Sumowski suggested that it represents an allegory of Sloth (or "Acedia"), which was often exhibited in sixteenth-century prints by a person sleeping on their hand (fig. 1). In traditional medieval thought, sloth could be attributed to an overactive mind, a theory which may be reflected in the present painting by the young scholar's open book. It is also reminiscent of an early painting by Rembrandt of a man asleep by a fire (fig. 2). A quiet, dark panel, Rembrandt's painting features a seated full-length figure, older than the one in the Fisch Davidson canvas by at least a generation. He similarly rests his head on his hand, leaning to his left as he sleeps. This painting dates to 1629, early in Rembrandt's career, while the present work is more reflective of Rembrandt's practice in the 1640s, when his brushwork becomes looser and more impressionistic.

Rembrandt again explored the subject in the mid-1630s with his print of a sleeping woman (fig. 3). Here the composition itself is more reflective of the Fisch Davidson painting, with the figure leaning over a book spread across a table, holding a pair of glasses and shown at half-length in a tightly-designed image. Even if the artist of the painting remains unknown, it is clear that the theme and image was percolating in and around Rembrandt's studio in the mid-seventeenth century.

4

GIOVANNI FRANCESCO BARBIERI, CALLED GUERCINO

Cento 1591 - 1666 Bologna

Jacob holding Joseph's bloodied coat

oil on canvas

30¼ by 25⅛ in.; 76.8 by 63.8 cm.

$ 1,500,000-2,000,000

PROVENANCE

Probably Maffeo Barberini, Prince of Palestrina (1631-1685), Palazzo alle Quattro Fontane, Rome (1686 posthumous inv. no. 71);

Probably thence by descent to his son, Urbano Barberini, Prince of Palestrina (1664-1722), Rome, or by inheritance to his brother, Cardinal Carlo Barberini (1630-1704), Rome;

Simon Lenfant (1616-1693), Aix-en-Provence;

Thence by descent to his son, Louis Lenfant (d. 1734), Aix-en-Provence;

Thence by descent to his son, Bruno-Vincent-Louis Lenfant (1717-1767), Aix-en-Provence;

Anonymous sale, New York, Sotheby's, 12 January 1995, lot 39;

Where acquired by the present collectors.

LITERATURE

Probably F. Vivan, "Guercino Seen from the Archivio Barberini," in *Burlington Magazine* 113, no. 814 (January 1971), p. 23 (Barberini painting incorrectly identified as the version now in the Bob Jones University Collection);

Probably M. Aronberg Lavin, *Seventeenth-Century Barberini Documents and Inventories of Art*, New York 1975, pp. 397, 694, VII., inv. 86.71 (Barberini painting incorrectly identified as the version now in the Bob Jones University Collection);

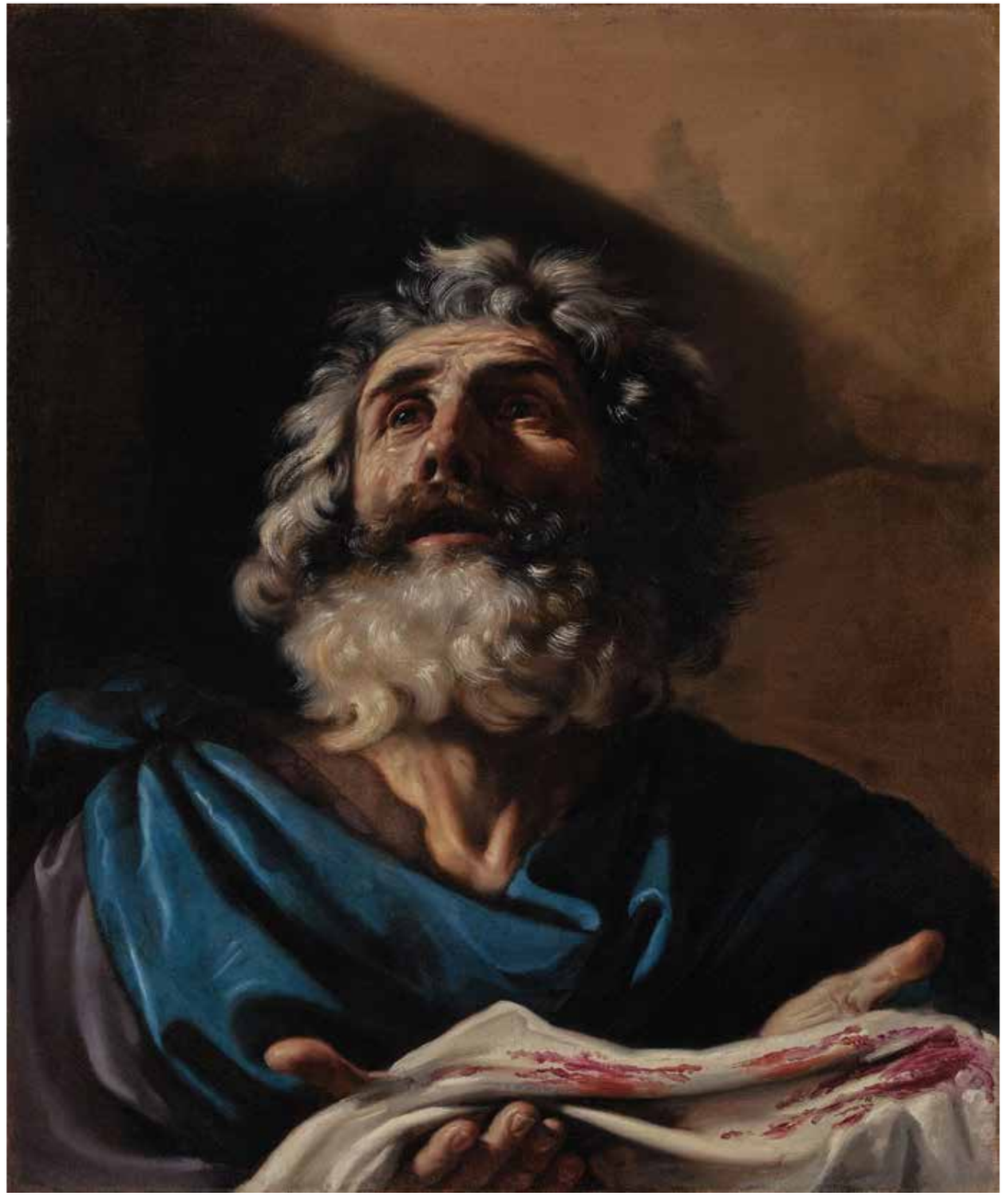
N. Turner, *The Paintings of Guercino: Revised and Expanded Catalogue Raisonné*, Rome 2017, pp. 223, 409, cat. no. 135.IV, reproduced.

ENGRAVED

Joseph van Loss, *circa* 1730.

In a moving scene of paternal anguish, Guercino depicts the moment the Old Testament patriarch Jacob learns of the supposed death of his favorite son, Joseph. One of the most admired artists of the Italian Baroque, Guercino renders the scene, derived from the book of Genesis (37:17-36), with power and poignancy, imbuing the work with a sense of profound loss. Of the four autograph versions of this painting known to exist, this work, rediscovered only in 1995, possesses the most distinguished provenance and is of the highest quality.

As initially noted by Denis Mahon, the leading Guercino scholar of his generation, *Jacob holding Joseph's bloodied coat* likely dates to 1620, frequently considered the painter's *annus mirabilis*.[1] The broad brushwork, dynamic use of light and shade, and frank naturalism all point to Guercino's early period, predating his trip to Rome in 1621. Particularly strong parallels—in the pictorial organization, the handling of the hair, and the heightened emotional key—may be drawn with Guercino's *Head of an old man* (fig. 1), also dated to 1619 or 1620. During this "golden age" of Guercino's career, he turned repeatedly to biblical, particularly Old Testament, subjects, exemplified by *Elijah fed by the ravens* (fig. 2).



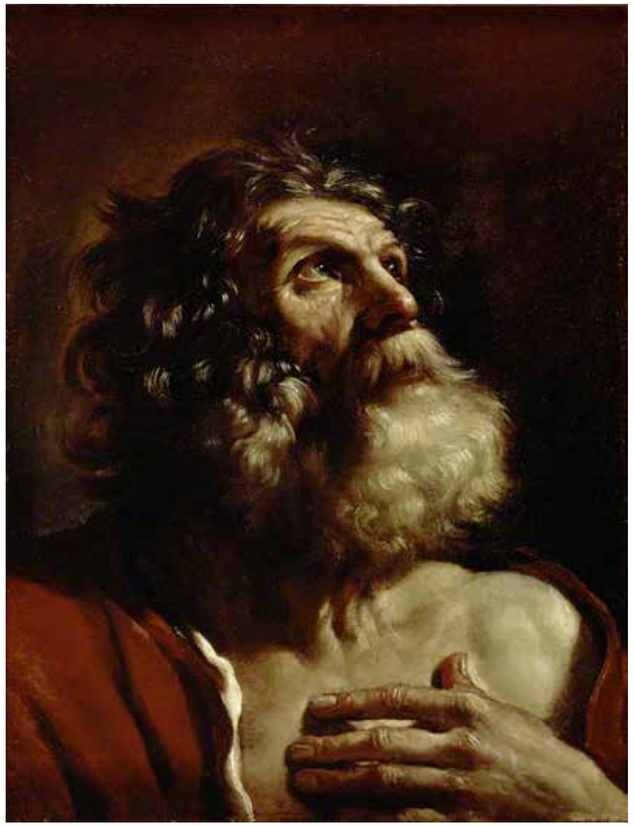


Fig. 1. Giovanni Francesco Barbieri, called Guercino, *Head of an old man*, oil on canvas, formerly in the collection of Sir Denis Mahon

The existence of four versions of nearly equal dimensions of *Jacob mourning over Joseph's bloodied coat* attests to the composition's success.[2] Mahon described this version (unknown until its sale at Sotheby's, New York, in January 1995) as of a "manifestly higher" quality than the others, a superlative further supported by its eighteenth-century French provenance.[3] An engraving from the 1730s by Joseph van Loo (fig. 3) bears an inscription that locates the painting in the collection of "M. le Commissaire L'Enfant," identified by Nicholas Turner in his recent Guercino catalogue raisonné as Simon Lenfant, who served as Louis XIV's *trésorier général* and *commissaire général des guerres*.[4] Indeed, the blood splatter on the garment held by Jacob corresponds exactly with the pattern in this version of the composition. This painting also seems most likely to correspond with a work recorded in a 1686 posthumous inventory of the possessions of Maffeo Barberini, Prince of Palestrina: "*Una Testa d'un Santo alta p[almi] 3, e larga p[almi] 2 incirca, con le mani, che tiene un panno bianco*," in the "*mano del Guercino*."[5] The work's status as the "best, prime," and most finished of the four versions (and the only one to include the background detail of a masonry joint) supports such an identification.[6]

Fig. 2. Giovanni Francesco Barbieri, called Guercino, *Elijah fed by ravens*, oil on canvas, London, National Gallery, inv. no. NG6612

Fig. 3. Joseph van Loo, after Guercino, *Jacob ayant reconu la robe de son fils Joseph (Jacob having recognized the clothes of his son Joseph)*, engraving.

Heightening the painting's emotional impact by simplifying its narrative elements, Guercino focuses on Jacob's emotional response to the tragic revelation. Guercino treats the old man's wizened features with portrait-like attention, as his upward glance and anguished expression underscore his shock and distress. Rendering the work more as icon than as biblical narrative, Guercino excludes Jacob's sons who, jealous of his dotage on Joseph, plotted their brother's demise: after stripping him of his clothes, and flinging him into a well, they sold Joseph for twenty pieces of silver to passing merchants.

Guercino diverges from earlier treatments of the scene not only by focusing on the solitary biblical patriarch, but also by depicting Joseph's coat as a simple white garment, rather than a multi-colored or richly embellished robe.[7] The contrast between the bloodstained white fabric and the rich purples and blues of Jacob's attire draws attention to the false piece of evidence sent to Jacob by his sons as proof of Joseph's death. When Guercino returned to the subject later in his career (fig. 4), he similarly incorporated a white cloth, suggesting the adaptation was intentional. At times, Jacob's lament was interpreted in typological terms and understood to prefigure Christ's crucifixion, in which he traditionally wears a white loincloth.

Fig. 4. Giovanni Francesco Barbieri, called Guercino, *Jacob mourning over Joseph's bloodied coat*, oil on canvas, Stamford, England, Burghley House

[1] Denis Mahon, private communication with the current owners.
[2] Two of these were sold at Christie's, London (4 December 2014, lot 120, and 11 December 1992, lot 7) and one is in the Bob Jones University Museum & Gallery. The second of these was also once in Bob Jones collection, compounding the confusion in previous literature. See N. Turner, *The Paintings of Guercino: Revised and Expanded Catalogue Raisonné*, Rome 2017, pp. 408-409, cat. nos. 135.I-135.III. A smaller copy, attributed to Alessandro Tiriani, was sold at Finarte, Milan (26 November 1985, lot 24).
[3] Denis Mahon, private communication with the current owners.
[4] See N. Turner, *The Paintings of Guercino*, p. 409.
[5] "One head of a Saint height p[almi] 3, and length p[almi] 2, approximately, with his hands, which hold a white cloth…by the hand of Guercino." Inventario del Principe Don Urbano Barberini redatto nel 1686 dopo la morte del Principe Maffeo Barberini, Vatican Library, Archivio Barberini, Inventari, Guardaroba, Arm. 155, p. 186, no. 71; quoted in Frances Vivan, "Guercino Seen from the Archivio Barberini," in *Burlington Magazine* 113, no. 814 (January 1971), p. 23.
[6] Denis Mahon, private communication with the current owners.
[7] Richard Alter, in his recent translation of the Old Testament, described the piece of clothing as "an ornamented tunic." Genesis 37:3; R. Alter, *The Hebrew Bible, The Five Books of Moses*, p. 139 note 3.

RUBENS

RUBENS THE ITALIAN PAINTER

BY GEORGE GORDON

"the day before yesterday I received very bad news concerning my mother's health. She is so ill from asthma that, considering her advanced age of seventy-two years, one can hope for no other outcome than the end common to all humanity"

Rubens wrote these words in a letter to Antonio Chieppio, secretary to the Duke of Mantua, dated Rome 28 October as he set off in haste *("salendo a cavallo")* to travel to Antwerp with the intention of seeing his mother on her deathbed *("it will be hard for me to attend this scene")*. In fact, she had already died by the time he received the letter. He had no ulterior reason nor any wish to travel north and as he makes clear he had indeed resisted the urgings of his family and friends to go sooner. He did not want to leave Italy. Earlier on in the same letter he expresses the hope that his absence would be a short one, and later on in it he is already anticipating his return: *"And so on my return from Flanders I can go directly to Mantua"*.

Rubens had by then been in the Italian peninsula (including a trip to Spain) for over eight years. Before he left, to judge by the meagre works that survive, he was a mediocre Flemish painter. Once in Italy he absorbed all the art of the past that he encountered like a voracious sponge, looking at and often drawing everything that he saw, from the sculpture and architectural remnants of classical Antiquity to the paintings, sculpture and architecture of the Renaissance, of the preceding Century and of the present day. Rome in the first decade of the 17th Century was a febrile hotbed of artistic creativity, but Rubens looked as much at the great Venetians such as Titian and Tintoretto as he did at Michelangelo, Annibale Carracci, Elsheimer and inevitably Caravaggio.

By the early Autumn of 1608 Rubens had become a great Italian painter: both a great painter and a wholly Italian one. Had he died on his journey north in the autumn of 1608 that is how we would think of him today. As he remarked in the letter to Annibale Chieppio quoted above, *"My work on the three great pictures in the Chiesa Nuova is finished."* Rubens had been given the commission for the high altarpiece of the Oratorian church of Santa Maria in Vallicella, usually known as the Chiesa Nuova, in Rome barely two years earlier in the autumn of 1606 and the three vast canvases, which became the most public manifestation of his talents in Rome, were only completed after the Oratorians rejected his first design. By the time they were completed he had amply demonstrated in a sequence of public commissions in Rome and in Genoa, and in outstanding paintings such as the *St George and the Dragon* now in the Prado that he was an artist who had attained greatness, and who was fully self-aware. Above all, he had no intention of returning to Antwerp, so it is the most profound irony that having perforce done so, he was in fact never to return to Italy.

Fig. 1 Sir Peter Paul Rubens, *Raising of the Cross and Descent from the Cross*, both oil on panel, Antwerp, Cathedral of Our Lady, Bridgeman Images.

His decision to remain in Antwerp must have taken place in the course of 1609, presumably driven by the acclaim and commissions with which he was showered, but he was still prevaricating in the spring of 1609. He remarked in a letter to his doctor and friend in Rome Johann Faber in a letter dated 10th April 1609 *"I have not yet made up my mind whether to remain in my own country or to return to Rome, where I am invited on the most favourable terms."* The letter continues in this vein, but eventually he rather wistfully writes *"Antwerp and its citizens would satisfy me, if I could say farewell to Rome,"* thus revealing his inner conflict.

It would have taken Rubens a good month to travel from Rome to Antwerp, and he is not recorded there until 11th December. Consequently, dating paintings by him to that year displays more enthusiasm than common sense. It also makes the remarkable onrush of creative energy that he unleashed in the course of the following year which continued unabated through the course of 1610-12 and includes the magnificent – and vast - triptych altarpieces of *The Raising of the Cross* and *The Descent from the Cross* in Antwerp Cathedral (fig. 1), all the more extraordinary. Despite the known dates of these works, art historians have struggled to place all the other works that he painted in this febrile period in a plausible order of execution. Quite apart from their extremely high quality, the works that he painted in this period are distinctive, and distinctively unalike the later softer style that started to evolve from the middle of the second decade of the 17th Century as the size of his workshop grew. Rubens' early Antwerp paintings are not conventionally Rubensian: his female figures are not plump and dimple-fleshed; all his figures are muscular, energetic and often tanned; they are all vigorous of gesture in their physical movements and facial expression. He uses stock figures and faces throughout, and most

Fig. 2. Sir Peter Paul Rubens, *Saint George Slaying the Dragon*, oil on canvas, Madrid, Museo del Prado, inv. no. P001644 (detail)

Detail of Salome in the present painting.

Fig. 3 Detail of Saint Domitilla from Fig. 4 at right.

Fig. 4. Peter Paul Rubens, *Saint Gregory with Saints Domitilla, Maurus, and Papianus*, oil on canvas, Berlin, Gemäldegalerie.

Fig. 5. Sir Peter Paul Rubens, *Hercules and Omphale*, oil on canvas, Paris, Musee du Louvre, inv. no. 854

of these go back to his time in Italy. Like many great artists, Rubens' development did not take a constant linear form, and he often re-used motifs and ideas from a decade or sometimes two earlier. This trait takes its ultimate form in his habit of actually reworking and enlarging paintings decades later, such as *The Adoration of the Magi* in the Prado, painted in Antwerp in circa 1610, and then expanded and reworked in circa 1627-9 in Madrid. Crucially, when Rubens did this, he respected what he had created earlier, and to a considerable degree reverted to his older style when updating his work.

There are solid grounds for concluding that the present *Beheading of* St *John the Baptist* comes very early on in the sequence of paintings that Rubens painted upon his return to Antwerp, and one wonders if he might not have started to conceive it while still in Italy. It is on a characteristic oak panel of the kind in widespread use in Antwerp however, and whatever ideas were in Rubens' head, its execution was entirely in the north. There are close similarities between it and paintings produced by Rubens shortly after his return to Antwerp, which we will examine, but this painting, more than any of the others, has close links with paintings made by Rubens in Rome, and with paintings by his contemporaries in Rome, including his friends.

The Italian Rubens

The figure of Salome is strikingly similar to the Princess in Rubens' *Saint George Slaying the Dragon,* painted in Rome and now in the Prado (fig. 2). The physiognomy of the two figures is very similar, as is the way their drapery is painted, and the use of colour. The *St George* is sometimes dated circa 1605-7, but is probably a little later, and perhaps as late as 1608, since it is a world away from the etiolated figures in his still Mannerist *Judgement of Paris* in the Prado, which has also been dated circa 1605-8, but may be even earlier. The figure of the Princess may have been the last part of the painting to be completed, since she is only indicated in a few rapid straight lines in Rubens' otherwise finished preparatory drawing in The Louvre. She also resembles, though less closely, the torso of Saint Domitilla in Rubens' recently completed commission for the Chiesa Nuova in Rome, who supports her drapery with her left hand in a similar manner (fig 3).

One of the striking characteristics of Rubens' early Antwerp pictures following his return from Italy is the use of a consistent range of local colour across the picture plane. In the *Beheading of St John the Baptist* the sequence is red in the figure to the left, blue and purple-grey in the robe of the executioner, sombre green in Herodias' dress and both a strong yellow and a strong red in Salome's dress. Rubens' use of colour is the antithesis of Venetian shot colours. The same colours recur in and are used in the same way in *The Massacre of the Innocents* and *Samson and Delilah,* both of circa 1609-11 (see catalogue note on page 42, figs. 1 and 2), and in the altarpiece of *The Raising of the Cross,* and a range of other paintings of this date, but they are also found in paintings from Rubens' Roman period, such as the sketch for the Chiesa Nuova altarpiece of circa 1606-7 in Berlin (fig. 4) and the *Hercules and Omphale* in the Louvre, often dated 1606, but also perhaps datable circa 1606-8 (fig. 5), as well as in *the St George.* Rubens had therefore by circa 1606-7 found the organisation of particular colours in a sequence across the plane of his pictures, which he was able to transfer seamlessly to his early Antwerp output.

Fig. 6. Adam Elsheimer, *Il Contento*, oil on copper, Edinburgh, National Galleries of Scotland, inv. no. NG1607 (and detail below)

Detail of the above.

In Rome Rubens befriended the German painter Adam Elsheimer, and the contacts between them were evidently close, because Rubens was clearly very upset to receive early in 1611 news *"of the death of our beloved Signor Adam.....For myself I have never felt my heart more profoundly pierced by grief at this news."* Both the figure in red in the extreme left of the *Salome and Herodias with the Head of St John the Baptist*, and the King dressed in red in the *Adoration of the Kings* in the Prado of circa 1610 are echoes of the figures in red at the extreme left of both the *St Lawrence prepared for Martyrdom* in the National Gallery in London of circa 1601-1 and *Il Contento,* which Elsheimer painted in Rome in circa 1607, and which was still in his Estate after his death (fig. 5 and detail). That Rubens knew the latter picture intimately is beyond doubt, because he painted a copy after the left hand part, which is now in the Courtauld Institute (fig. 7). Rubens also drew copies after figures in Elsheimer's paintings. Elsheimer painted his own version of this scene in circa 1606-8 in a tiny monochrome nocturne in gouache now at Chatsworth (fig. 8), which Rubens probably saw in Rome. Keith Andrews suggested that this may have been a preliminary drawing for a lost painting. The key similarity between Elsheimer's treatment and Rubens' painting, one which Rubens seems to have borrowed, is that in both the executioner's raised right leg rests on St John's prone decapitated corpse. Elsheimer's friend and amanuensis Hendrick Goudt made a small oval engraving based on the small gouache, but without this motif. On the other hand the richly robed executioner with a plumed hat in the print resembles the figure in red at the left edge of the painting.

Fig. 7. Sir Peter Paul Rubens, *Sacrifice in a Temple* (after Adam Elshimer), oil on panel, London, The Courtauld, inv. no. P.1978.PG.371. Photo © The Courtauld / Bridgeman Images

Fig. 8. Adam Elsheimer, *The Beheading of St. John the Baptist*, gouache on paper, Chatsworth, Devonshire Collection.

Fig 9. Sir Peter Paul Rubens, *Cain slaying Abel*, oil on oak panel, London, Courtauld Institute, inv. no. P.1978.PG.353

There is no doubt that Rubens was familiar with Caravaggio's paintings, and there is plenty of evidence that he was influenced by him. Caravaggio's great *Entombment* of 1603 hung in the Chiesa Nuova when Rubens was working on his own commission, and Rubens must have made drawn copies of it, because he made a painted copy on an oak panel after his return to Antwerp. It played a key part in the genesis of his own great *Descent from the Cross* for Antwerp cathedral, a triptych commissioned on 7 September 1611, the central panel installed by 17 September 1612. Their compositions differ, but what Rubens took from Caravaggio was the extreme pathos of the subject related in the interaction of the participants and especially of their heads.

Rubens did not paint a subject as violent and shocking as *The Beheading of St John the Baptist* until after he had returned to the north, when he painted several, probably starting with this work. That he exercised such self-restraint in Rome was probably due to the tastes of his patrons and especially of the church. He anticipates it however in the *St George,* where the recipient of a the extreme and gruesomely depicted violence is the dragon – an uncontroversial victim. In Roman painting of the first decade of the seventeenth Century, however, shock was the prerogative of Caravaggio. Rubens certainly studied Caravaggio's painting to the point that when the time came he was able to unleash unrestrained Caravaggesque violence for the first time in this picture – painted, and there is some irony in this, at very much the same time that Caravaggio himself painted the subject for the first time. Where Rubens differs completely from Caravaggio is that in this painting and in his subsequent ones, his own manner of painting: vigorous, visceral, without hesitation; matches completely his subject matter.

To understand the *Beheading of St John the Baptist* in the context of this intense period of creativity it is surely helpful to examine the other paintings that he produced in these years 1609-12. All of them have highly distinctive and energetic brushwork throughout which is easily read, and which is also consistent with the style and execution of the smaller number of oil sketches in connection with some of them that he started to paint around this time and which were to form such a vital part of his creative process later in his career. Rubens was already adapting his painting style according to his subject matter, so that paintings such as the *Education of the Virgin* in the Liechtenstein collection in Vienna and the *Susannah and the Elders* in the Real Academia de Bellas Artes de San Fernando in Madrid, both datable circa 1609-10 are painted in a slightly softer style with slightly more muted. Nonetheless, *The Beheading of St John the Baptist* gives every impression of having been painted earlier, and not solely because of its Italian references. There are solid grounds for suggesting that it may have been the first work that Rubens painted upon his return to Antwerp. The intense bulging musculature of the executioner returning his axe to the *fasces,* and the body of St John, decapitated perhaps a minute earlier and still contorted in pain, tends to be muted in works that follow months or a year later. Similar characteristics however, and especially the bubbly musculature are found in Rubens' *Cain slaying Abel* in the Courtauld Institute, London (fig. 9), which has been dated circa 1608, and which has an equally strong claim to be among the first works that Rubens painted back in Antwerp. It too is full of Italian recollections, though more of sculpture than of painting.

Rubens' *Beheading of St John the Baptist* appears to be spontaneous and sketch-like in execution, but it is both very carefully thought out and startlingly dynamic, and also steeped in Roman history. As remarked above, the execution of the Saint has just taken place, the executioner still sheathing his axe in the fasces. Rubens' depiction of him as a lictor, whose duties protecting Roman magistrates occasionally included carrying out executions, is apparently unique in art. The platter bearing the Saint's decapitated head is supported by the outstretched arms of a Black youth, who looks up at Salome: he is too young to be able to bear the combined weight and the platter

Detail of the present lot

is tilting away from him so that the head, lubricated with blood, is sliding off it, led by a white cloth emphasizing the movement. Its fall is only arrested by the Saint's projecting tongue held by the aged servant between the thumb and forefinger of her left hand. Her other outstretched fingers and the tense muscles of her forearm show how much effort is needed to prevent its fall. Visually dramatic though this freeze-frame moment undoubtedly is, it has a significance in the narration of events, because her gesture and Salome's outstretched right arm with her forefinger raised in admonishment refer to the Saint's denouncement of the marriage between Herod and Herodias, the mother of Salome. This motif has its origins in classical history: Fulvia pierced the tongue of beheaded Cicero as a reaction to his critique of her marriage to Marcus Antonius, as related by Cassius Dio. Later on, around AD 400, Saint Jerome asserted that Herodias had done the same to Saint John. Rubens would no doubt have been aware of both sources.

The right lower leg of the body of Saint John lies on a step, while his knee falls off it, pinioning the left foot of the executioner, the ball of whose right foot presses down on the upper torso of the Saint, whose right arm is twisted under his body, the elbow resting on the ground below the step. Blood spurts freely from his neck over the crook of the elbow, the pressure of the executioner's foot and the twisting of the torso of Saint John pushing this macabre image almost out of the picture frame towards the viewer. If this painting was intended as an overmantel, this would have placed the severed neck at the viewer's head-height. The executioner, body of the Saint and the figure of Salome, together with their heads and those of the old servant, a helmeted soldier and a younger maidservant thus form a square filling most of the composition. Only the Elsheimeresque soldier in red, with plumed hat and shield, lies outside this square. As with all of Rubens' best works, order and dramatic tension work together.

ENDNOTES

1 R.S. Magurn, *The Letters of Peter Paul Rubens,* Cambridge 1955, pp. 45-6, letter no. 19.
2 *"salendo a cavallo"*
3 *The Madonna della Vallicella adored by Angels,* oil on canvas, 425 x 250cm, flanked by *Saints Gregory, Maurus and Papianus,* and *Domitilla, Nereo and Achillea*, each oil on canvas, 425 x 280 cm. Rubens received 300 scudi in payment on 25th October 1608, three days before his departure for Antwerp.
4 Oil on canvas, 304 x 256, Museo Nacional del Prado, inv. PI644, see Jaffé & McGrath 2005, pp. 83-5, no. 21, reproduced.
5 Magurn, 1955, p. 52, letter no. 20. He goes on to remark *(idem*, pp. 52-3) that the truce with the Dutch provinces in the north *"will without doubt be ratified"* imminently, thus yielding a lasting peace, and he implies that this would be a reason for him to stay.
6 Oil on canvas, 147.3 x 120.5 cm, Berlin, Staatliche Museen, inv. Mu1486, see Suda & Nickel 2019, p. 224, reproduced; oil on canvas, 278 x 216 cm., Paris, Louvre, inv. 854, see Jaffé & McGrath 2005, p. 69, reproduced fig. 36.
7 In a letter dated Antwerp 14th January 1611 in reply to Johann Faber, who had written to tell him of Elsheimer's death; see Magurn, 1955, pp. 53-4, letter no. 21.
8 Oil on copper, 30.1 x 42 cm, Edinburgh, National Galleries of Scotland, see K. Andrews, *Adam Elsheimer,* Munich 1985, p. 185, no. 19, reproduced plate 77
9 London, Courtauld Institute, see Andrews, 1985, p. 185, reproduced p. 184, fig. 69.
10 For example the two studies of the Christ-Child on the shoulders of St Christopher in the British Museum (inv no. Gg.2-231, see Burchard & D'Hulst, 1963, vol. II, pp. 75-6, no. 43, reproduced vol. I, plate 43.
11 Gouache on paper, 7.8 x 6.7 cm., Chatsworth, Derbyshire, inv. 851C; see K. Andrews, *Adam Elsheimer,* New York 1977, p. 162, no. 48, reproduced plate 93. We are grateful to Tico Seifert for pointing this out (email 16 November 2022).
12 6.5 x 5.1 cm., see Andrews, 1977, p. 162, under no. 48, reproduced plate 94. Rubens also knew Goudt. He refers to *"Signor Adam"* (Elsheimer) and *"Signor Enrico"* (Goudt) in a letter to Johann Faber dated 10th April 1609, which continues *"and to the other friends whose good conversation makes me often long for Rome"* (Magurn, 1955, p. 53, letter 20.
13 Oil on panel, 88.3 x 66.5 cm., Ottawa, National Gallery of Canada, inv. 6431, see Jaffé and McGrath, p. 134, no. 57, reproduced.
14 In two versions, one in Madrid, Palacio Real, the other in the National Gallery, London (see S. Schütze, *Caravaggio. The Complete Works,* Cologne 2009, pp. 228-9, 281-3, nos. 60, 63. Both are usually dated circa 1609-10, but a few scholars have placed them earlier.
15 The fasces were a bundle of rods with an axe with its blade projecting above it, together a symbol of authority borne by ancient magistrates. Here it probably means that St John's execution was legally sanctioned.
16 Oil on panel, 131.2 x 94.2 cm.; London, Courtauld Institute, inv. P.1978. PG.353, see Jaffé and McGrsath, 2005, p. 171, no. 79, reproduced.
17 No doubt depicting the executioner as a lictor, with axe and fasces stemmed from Rubens' striving for realistic depiction of antiquity. However, As tetrarch of the vassal states of Galilee and Perea, Herod enjoyed a measure of independence, was not a Roman magistrate and would probably not have had lictors in his service.
18 Dio Cassius, *Roman History,* V.

○ 5

SIR PETER PAUL RUBENS

Siegen 1577 - 1640 Antwerp

Salome presented with the head of Saint John the Baptist

oil on oak panel

37 by 40⅛ in.; 94 by 101.8 cm.

$ 25,000,000-35,000,000

PROVENANCE

Spanish Royal collection, Alcázar de Madrid, Galeria del Mediodia, recorded between 1666 and 1700 (see note);

Le Camus family (according to a red wax seal on the verso);

Possibly M. de Merval, and his sale, Paris, 9 May 1768 ("Hériodiade à qui des guerriers apportent la tête de St. Jean" [see Rooses 1888]);

Private collector, Montargis, France;

By whom sold, Fontainebleau, Drouot, 14 June 1987, no lot number, (as "Studio of Rubens");

Where acquired by Charles Bailly;

By whom anonymously sold, New York, Sotheby's, 30 January 1998, lot 137;

Where acquired by Otto Naumann, Ltd., New York, and Alfred Bader, Milwaukee;

From whom acquired by Steve Wynn, Las Vegas, 1998;

By whom sold with property holdings to MGM Grand, Las Vegas, 2000;

From whom acquired by the present collectors, 2000.

EXHIBITED

London, National Gallery, on loan, by 2003;

London, National Gallery, Rubens: A Master in the Making, 26 October 2005 – 15 January 2006, no. 80.

This shocking and masterfully composed *Head of Saint John the Baptist presented to Salome* is an important early painting by Peter Paul Rubens, one of the greatest and most impactful artists of the Western tradition. It dates to 1609 and forms one of a group of important masterpieces painted by the artist immediately after his return from Italy in December 1608. Rubens revealed an unmatched self-awareness and fluidity in a remarkable series of paintings, produced in rapid succession in barely three years: the great *Raising of* and *Descent from the Cross* triptychs painted for and still in the Antwerp cathedral (1610-11 and 1612-15 respectively), the *Samson and Delilah* in London (1609-10, fig. 1), and the *Massacre of the Innocents* in Toronto (1610, fig. 2). The Fisch Davidson *Salome*, lost until its reappearance in the mid-1980s, is perhaps the earliest of these, and is almost certainly the last product of this extraordinary onrush of creative energy ever likely to come to the open market.

Fig. 1. Sir Peter Paul Rubens, *Sampson and Delilah,* oil on wood, London, National Gallery, inv. no. NG6461

Fig. 2. Sir Peter Paul Rubens, *Massacre of the innocents,* oil on panel, Ontario, Art Gallery of Ontario, inv. no. 2014/1581

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G. Cruzada Villaamil, *Rubens, diplomático español,* Madrid 1874, pp. 308-309;

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G. Vitaletti, *Salome nelle leggenda e nell'arte*, Rome 1908;

H. Daffner, *Salome, ihre Gestalt in Geschichte und Kunst: Dichtung, bildende Kunst, Musik*, Munich 1912, pp. 23, 29-30, 111;

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Y. Bottineau, "L'Alcazar de Madrid et l'inventaire de 1686: Aspects de la cour d'Espagne aux XVIIe siecle," *Bulletin Hispanique,* 1958, p. 311;

J.S. Held, *Rubens, Selected Drawings, with an Introduction and a Critical Catalogue*, London 1959, p. 107

L. Burchard and R. d'Hulst, *Rubens Drawings,* Brussels 1963, pp. 74-75, under cat. no. 42;

J. Müller-Hofstede, "Abraham Janssens," in *Jahrbuch der Berliner Museen* (1964), especially pp. 293-295 (where he discusses the lost prototype by Rubens);

J.B. Knipping, *Iconography of the Counter Reformation in the Netherlands: Heaven on Earth*, Nieuwkoop 1974, vol. I, pp. 223-224;

P.P. Rubens; Paintings, Oil Sketches, Drawings, exhibition catalogue, Antwerp 1977, pp. 292-293, under cat. no. 128 (as lost);

A.M. Logan, "Rubens Exhibitions 1977-78," in *Master Drawings* 16 (Winter 1978), p. 443, under cat. no. 36 (referring to the "lost" painting);

E. Hubala, "Triumph der Weibermacht, Bemerkungen zu einer Komposition von Rubens," in *Festschrift Herbert Siebenhuner*, Würzburg 1978, pp. 143-164 (iconographic discussion of the "lost" Rubens painting with illustrations of many copies after it);

J.S. Held, *The Oil Sketches of Peter Paul Rubens,* Princeton 1980, vol. 1, p. 572, under cat. no. 414 (see note);

D. Bodart, *Rubens*, Milan 1985, p. 156;

Rubens and Italy

Painted during the course of 1609, *The Head of Saint John the Baptist presented to Salome* is a key painting from a key moment in Ruben's career. The artist had spent the previous eight years in Italy, a sojourn in which he transformed from a well-trained but little-known Flemish master into an international sensation. After studying as a young painter with Otto van Veen in Antwerp, Rubens left for Italy on 9 May 1600, taking a position at the court of Vincenzo Gonzaga, Duke of Mantua. For the next five years Rubens would live in Mantua but travel extensively, spending time in Venice, Rome, Genoa, Florence and Spain. In 1605 he moved to Rome, his home until 1608, when he returned to Antwerp upon receiving the news that his mother had fallen ill. By then Rubens had soaked in the splendors of Italy with vigor, studying both classical antiquities and modern masters alike. He inherited the sculptural forms of Michelangelo and the Florentine tradition, distilling them with the painterly sensitivity to color from Venetian painters of the previous century like Titian and Tintoretto along with the dramatic flair then in vogue in the Rome of Caravaggio. Melding all of this with his own Flemish training, he forged an individual style that was unlike anything seen before.

Indeed, his explosive paintings from *circa* 1609 set forth an entirely new vocabulary, one in which boldly and freely drawn bodies twist and turn in the foreground, almost spilling out toward the viewer. Rubens does not solely impress with his undulating, lurching figures but also in the care he takes to depict unique and expressive characters throughout the composition. The range of emotion seen here, from the stoic soldier at left to the expression of disgust on the face of the woman beyond Salome's maidservant, brings a liveliness and theatricality to the painting; the warm jewel tones and shimmering fabrics add heat and vibrancy.

For further discussion on Rubens and Italy, see accompanying essay on page 32.

Salome

It is hardly surprising that Rubens should choose as the theme of one of his first paintings after his return to Antwerp the *Head of Saint John the Baptist presented to Salome*. The subject was part of a long-established artistic canon and had been treated by painters from the Renaissance on. But, during the early Baroque period, the dramatic possibilities of the episode were recognized by a wide array of painters, no one more so than Caravaggio himself, and the young, ambitious Rubens would have understood the strong impact that his own interpretation would make.

LITERATURE CONTINUED.

J.S. Held, *Rubens, Selected Drawings, with an Introduction and a Critical Catalogue*, rev. ed., New York 1986, p. 94;

S.N. Orso, *Philip IV and the Decoration of the Alcazar of Madrid*, Princeton 1986, p. 147;

M. Jaffé, *Rubens, Catalogo completo,* Milan 1989, p. 170, cat. no. 115, reproduced (dated 1609-1610);

D. Bodart (ed.), *Pietro Paolo Rubens (1577–640),* exhibition catalogue, Padua 1990, p. 72, under cat. no. 17;

P. Sutton and M. Wieseman, *Old Master Paintings*, New York 1999, pp. 80-85, no. 27;

Historians of Netherlandish Art Newsletter and Review of Books, vol. 16, no. 1, 1999, p. 10, reproduced fig. 7;

D. Jaffe and A. Bradley, *Rubens: The Massacre of the Innocents,* exhibition catalogue, London 2003, pp. 3, 13-14, reproduced fig. 24;

A.M. Logan and M. Plomp, *Peter Paul Rubens: The Drawings,* exhibition catalogue, New York 2005, pp. 121-122, under cat. no. 26, reproduced fig. 66;

D. Jaffé and E. McGrath, *Rubens: A Master in the Making,* exhibition catalogue, London 2005, p. 171, cat. no. 80, reproduced in color p. 173 and in detail p. 172 (as dated 1608-9);

D. Jaffé, *Massacre of the Innocents,* 2009, pp. 38, reproduced p. 40, fig. 15;

K. Bulckens, *Corpus Rubenianum Ludwig Burchard. Part V (2), The Ministry of Christ,* London & Turnhout 2017, pp. 5962, no. 5, reproduced fig. 30;

G.P. Streete, *The Salome Project: Salome and Her Afterlives*, Eugene 2018, pp. 42 and 59.

The source for the episode is both secular and scriptural (Mark 6:14-29; Matthew 14:1-12; Flavius Josephus, *Antiquitates Judaeorum*). At his wedding feast, King Herod was so taken with his new stepdaughter Salome's dancing that he promised her whatever gift she desired. Saint John the Baptist had recently condemned the union of Salome's mother Herodias with her own brother-in-law, Herod, and for that offense Salome asked for the Baptist's head. Herod obliged.

In this painting, Rubens depicts the moment just after the beheading, as the terrifying, bare-shouldered executioner, shown in lost profile with his back to the viewer, begins to sheath his sword and casually rests his foot upon John the Baptist's lifeless body. His hulking muscles bulge from his raised forearm, along his strained back, and down through his left calf. Twisted across the bottom of the composition, the decapitated body of the Baptist still gushes blood and begins to exhibit *rigor mortis*. His hands are strained, with veins bulging and a bluish tone beginning to creep in from his extremities.

At the center of the composition the Baptist's head, already drained of blood, is held up on a silver platter by both an elderly maidservant and a young Black page, both of whom look directly at Salome, who stands at right. The little page, wedged between the main protagonists of the scene, is barely able to support the heavy weight of the charger and John's head begins to slip to the left, lubricated by the Saint's own blood. The old maidservant pulls on the Baptist's tongue, the "offending organ," making absolutely clear to the presumably shocked viewer the reason for the Baptist's execution–his verbal admonishment against incest.

"THE DEVICE [OF JOHN'S TONGUE BEING PRODDED…] MAKES US FEEL THE VIOLENCE AS WELL AS SEE IT… THIS MARVELOUSLY GHOULISH MOTIF REMINDS US HOW BAROQUE ARTISTS USED EXTREME BRUTALITY BOTH TO MOVE US AND TO MAKE US PHYSICALLY UNCOMFORTABLE."[1]

The elegant Salome stands at right, wearing a blood red dress and draped with layers of warm yellow fabric, which reflect a flickering light. Her dress falls sensually below her bare shoulder as she holds up the heavy yellow drapery to reveal her foot shod in an expensive kidskin chopine. She barely reacts to the violent scene, looking down at the head of the Baptist, holding out an extended finger as if even in death to hush him. Another woman (perhaps Herodias) stands behind her, unable to contain her disgust as she eyes the maidservant. Two other soldiers stoically stand on the left side of the composition, to either side of the executioner; the one on the left wears a deep red, velvet costume which triangulates the heat of the composition. Though the warms tones of the costumes and skin are lit, the room is dark, other than a small window beyond Salome which shows a moody night sky.

Fig. 3. Titian, *Salome with the head of John the Baptist,* oil on canvas, Rome, Galleria Doria Pamphilj, inv. no. FC 517

Fig. 4. Titian, *David and Goliath,* oil on canvas, Venice, Church of Santa Maria della Salute. G. Dagli Orti /© NPL - DeA Picture Library / Bridgeman Images

Fig. 5. Michelangelo Merisi da Caravaggio, *Judith beheading Holofernes,* oil on canvas, Rome, Galleria Nazionale d'Arte Antica Palazzo Barberini, Rome. Luisa Ricciarini / Bridgeman Images

Rubens and Women

The subject of John the Baptist's beheading at the request of Salome was popular in Northern Italian painting in the century prior, but Rubens's version is more visceral and explicit than the works he would have seen in Venice and Northern Italy, such as those by Titian, Solario, and Luini. While Rubens's sensual depiction of the beautiful Salome reflects Titian's interpretation of the subject (fig. 3), it is in fact Titian's *David and Goliath* which appears to have had more impact on the composition (fig. 4). A greater influence can be attributed to artists like Caravaggio, whose interpretations of this and similar subjects Rubens would have encountered in Rome. Indeed, the maidservant in the present painting derives from the same character featured in Caravaggio's *Judith Beheading Holofernes,* who similarly serves as foil to the younger woman's beauty (fig. 5).

The figure of Salome in the present composition is based on the same female model and wears the same red dress and yellow cloak as does Delilah in the contemporaneous masterpiece *Samson and Delilah* (fig. 1). The dress, which must have been a studio prop, also appears in Rubens's *Massacre of the Innocents,* in that instance on a mother unable to save her infant (fig. 2).

Like Salome, Delilah uses her feminine wiles to ensnare the unsuspecting hero Samson, cut off his hair, and cause his downfall. Rubens painted a third work that echoes the theme of dangerously powerful women in 1609: the now lost *Judith and Holofernes*, known today through a reproductive print after Rubens by Cornelis Galle (fig. 6). For what reasons this triad of violent depictions of women and their power over men were commissioned remains unknown. Were the subjects commissioned by three different patrons of the artist? Or did Rubens, perhaps, play a significant role in the selection of the subjects to better advertise his extraordinary abilities of storytelling, dazzling the eye with color and design, while at the same time astonishing the viewer with his erudition and intellect?

These Biblical subjects allowed Rubens to showcase his facility with the female figure, dramatic and dark moments, human anatomy, and his deep knowledge of Biblical and historical source texts. The overt sexuality of the female figures in each case reminds (male) viewers that seduction can take on sinister motives. Here, Salome's voluptuous figure contrasts with the exaggerated musculature of the executioner, which is inspired by the *Laocoön* group in the Vatican collection as well as Michelangelo's *Bacchus*, after both of which Rubens made many drawings that he clearly referenced in completing this panel (fig. 7). Rubens was adept at combining ancient history, mythology, and Christian motifs and transforming the meaning of his sources by situating them in new contexts.

Drawings that Rubens made in Italy would serve him throughout his career, and his reinterpretation of models is one of his greatest innovations. Along with sketches after classical antiquities, Rubens also drew *écorché* studies, and though only a few of the originals are known to us now, a number of engravings by Paulus Pontius published after Rubens's death, along with copies of the drawings by Rubens's student Willem

Fig. 6. Cornelis Galle I, after Peter Paul Rubens, *Judith beheading Holofernes,* engraving

Fig. 7. Sir Peter Paul Rubens, *Torso of Laocoön,* black chalk, Dresden, Kupferstich-Kabinett, Staatliche Kunstsammlungen, inv. no. C 1874-22A

Fig. 8. Sir Peter Paul Rubens, *An écorché study of the legs of a male nude, with a study of the right leg,* recto, pen and brown ink, brown wash, Private collection

Fig. 9. Sir Peter Paul Rubens, *Feast of Herod,* oil on canvas, Edinburgh, National Galleries of Scotland, inv. no. NG 2193

Paneels. An original *écorché* study of a right leg by Rubens (fig. 8), most certainly completed while the artist was in Italy, could have been used by the artist in his depiction of the executioner›s left foot, which is so expertly foreshortened in the Fisch Davidson panel.

Rubens would return to this subject of *Salome* some two decades later, with the large canvas of *The Feast of Herod,* now in the National Gallery of Scotland, Edinburgh (fig. 9). Dated to the mid-1630s and probably commissioned for Gaspar de Roomer, a Flemish merchant living in Naples, the painting presents a very different scene, with King Herod seated at a banquet table as the head of the Baptist is presented to him. While still full of characters and sweeping movement throughout the complex composition, there is a formality and elegance to the picture which gives it an utterly different tone than the Fisch Davidson panel.

Rubens' Creative Process: Related Drawings

The painting can be connected to an upright drawing by Rubens in pen and brown ink with brown wash, now in Amsterdam (fig. 10). The sheet is clearly related to the present painting – the figure of the old maidservant is very similar in all respects – but the platter bearing the head of St John rests on a plinth or table, over which Salome, seen only in half-length leans forward. Her pose is quite different, but she raises her right forefinger in defiant admonition. Her left arm however no longer holds a fold of her dress (because there is no visible fold to hold) but is curved round to cover her breast. Burchard and D'Hulst raised the possibility that the drawing might not have been done as a preliminary idea for the painting but rather as "a recording on paper of an idea originating from it".[2] The differences between the drawing and painting, and especially that it is half-length are the grounds for their suggestion. Anne-Marie Logan however sees the drawing as first idea for the painting, and dates it to the same year,

Fig. 10. Sir Peter Paul Rubens, *Salome with the Head of John the Baptist*, recto, pen and brown ink and brown wash, traces of writing in black chalk at the bottom left,

Fig. 11. Sir Peter Paul Rubens, *Head of a bearded man in profile to the right*, pen and brown ink on paper, Glasgow, University of Glasgow, inv. no. GLAHA:54302

1609.[3] Held also believed the drawing to be preparatory for the final painting.[4] Once the more dynamic composition filled out and color was added, Rubens must have realized that Salome's hand needed to be holding up the shimmering yellow drapery around her skirt, rather than holding her hand around her breast as seen in the drawing, in order to create the movement and color balance accomplished in the painting.

Rubens' drawing style was practical in character, so similarities between drawings of similar techniques do not necessarily mean that they may be coeval. Nonetheless, the Amsterdam drawing is notably similar in style as well as technique to a pen and brown ink and wash drawing of figures for an *Adoration of the Shepherds*, also in the Amsterdam Museum (but with a different provenance).[5] This drawing used to be considered a study for an *Adoration of the Shepherds* in the Antwerp church of St Paul,[6] but is now recognized as a study for two shepherds in Rubens' *Adoration of the Shepherds* in the Oratorian church of S. Fillippo Neri in Fermo, executed by Rubens in Rome in March-May 1608. An oil sketch in the Hermitage, St Petersburg, used to be thought to have been painted in Antwerp in connection with the commission for St Paul's is now believed to have been made in preparation for the Fermo altarpiece (or more likely, as a *modello* for the approval of the Oratarians who had commissioned it).[7]

Detail of the present lot.

Thus, the Amsterdam *Adoration* drawing has been shown to be two to three years earlier than was formerly thought. Could the stylistically very similar Amsterdam *Salome* drawing have been made around the same time in Rome as a preliminary idea for the more fully realized present painting, instead of in Antwerp, immediately before or sometime after the painting?

A recently published fragmentary drawing in pen and brown ink in the Hunterian Museum in Glasgow shows a profile head of a bearded man with curly hair, who may well have served as the basis for the head of the Elsheimeresque man in red to the left of the Beheading (fig. 11).[8]

Rubens did not systematically paint oil sketches for his paintings except where a *modello* was required for a patron (as the Oratorians required for their commissions in Fermo and Rome for example) until he embarked on his major commissions for Antwerp in circa 1610. No oil sketch is known for the present composition, nor for the *Massacre of the Innocents,* for example. However, he did paint some such. For the *Samson and Delilah* in the National Gallery in London for example he painted an oil sketch or (as some describe it) a *modello* of more upright format (51.8 x 50.6 cm.) now in Cincinnati, and did so for a handful of other early works.

Fig. 12. Gerard Seghers, *Salome presented with the head of St. John the Baptist,* oil on canvas, Madrid, Palacio Real de Madrid.

Fig. 13. Sir Peter Paul Rubens, *Adoration of the magi,* oil on canvas, Madrid, Museo del Prado, inv. no. P001638

The influence of Rubens and the painting

Rubens's influence on painters in both his generation and beyond cannot be understated. The thriving workshop he built in Antwerp, modelled after the large studios he would have seen in Italy, would train some of the greatest painters of the day, including Anthony van Dyck and Jacob Jordaens. Rubens's paintings were often copied, both by members of his own workshop and those beyond his circle, even artists outside of Flanders given Rubens's reputation throughout Europe, which only grew throughout his long career.

The innovative composition of *Salome* would inspire many other copies from the artist's circle. Importantly, the current painting, thought lost for centuries, was known only through a free copy on copper, signed and dated 1609 by Hieronymous Francken II. This provides us with a provides a *terminus ante quem,* for the present Rubens painting (should one be needed) of 1609, with his arrival in Antwerp on 11 December 1608 as a *terminus post quem*.[9] The Francken copy replicates the painting in all essential details, but like the Cincinnati *Samson and Delilah* sketch it is of a more upright format (slightly more upright than a rectangle) with the composition extended upwards to include the blade of the axe brandished by the executioner and adds an arched opening which frames Salome. A small boy is introduced between the figure of Salome and the platter bearing St John's head, the rim of which he supports with an outstretched left arm. There are other small differences, and in general the grouping of figures is less successfully integrated.

If Francken had needed to adapt the composition to fit a copper plate one would imagine that he would have used the same plate longitudinally orientated, requiring no changes to the design. Perhaps he adapted the composition to justify signing it. On the other hand, considering the more upright format of the Cincinnati Samson and Delilah sketch in proportion to the finished work, it might be worth speculating that he copied a lost oil sketch by Rubens.

The popularity of the composition and subject matter speak to the effectiveness of this imaginative work and the almost immediate impact Rubens had on his contemporaries in his early Flemish period. In addition to Francken's early free copy, for which he must have had access either to the original painting or to drawings after it by Rubens, Gerard Seghers painted a version with half-length figures *circa* 1612-1614, in which Salome makes the same hand gesture and the maidservant is similarly wrinkled and sinister looking (fig. 12). Other versions, including an oil sketch on panel almost certainly made in his workshop and now in the Staatliche Kunsthalle, Karlsruhe, reproduce Rubens's original composition more faithfully.[10]

Rubens and Spanish Europe

When Rubens returns to Antwerp at the end of 1608, he was famous enough to have been named court painter to the Hapsburg Archdukes Albert and Isabella (the Spanish Regents entrusted with governing Flanders) within less than a year. The Archdukes clearly saw him as the perfect instrument for their aspirations to move the region out of its cultural provincialism and into the mainstream, if not the forefront, of European culture. Although Rubens was hardly shy about promoting himself, his elevation must have been assisted by his brother Philip who was town clerk of Antwerp; his father-in-law, Jan Brant, recorder of the city; and Nicolaas Rockox, an alderman and patron of the artist and, more importantly, a powerful and wealthy merchant in the city (indeed, Rubens's *Samson and Delilah* was commissioned to hang over the fireplace in Rockox's public reception room). The artist's arrival in Antwerp coincided exactly with the signing

Fig. 14. Willem van Tetrode, *Écorché*, bronze, New York, Private collection.

Fig. 15 Sir Peter Paul Rubens, Anatomical studies of three male figures, pen and brown ink and wash and black chalk, sold Sotheby's Hong Kong 4 April 2016, lot 2381.

of the Twelve Year Truce between Spain and the Northern Netherlands, which allowed free travel between the Northern and Southern provinces; a more propitious moment for the patronage and renewal of painting could not have been imagined.

Rubens had in fact marketed himself to Spanish patrons earlier in his career. He made his first of many trips to Spain in 1603 under the service of Vincenzo Gonzaga, Duke of Mantua, for whom he delivered to Valladolid a tranche of paintings and added some of his own works, as well as famously restored and replaced works destroyed in transit with his own original compositions. While there he painted a majestic equestrian portrait of the Duke of Lerma.

Rubens could have received the commission for this panel, the size of which suggests it hung in an intimate setting as an overmantel, from one of the many Spanish patrons who traveled through Antwerp during the city's economic and artistic revival, perhaps even by an agent of the King of Spain (at the time, Philip III) under whose authority the city of Antwerp would eventually fall. Indeed in 1612, the city of Antwerp delivered to Philip III's Ambassador Extraordinary to Antwerp, Rodrigo Calderón, Count of Oliva, a majestic *Adoration of the Magi* (fig. 13) painted by Rubens in the same year as the *Salome*, 1609. That picture was originally destined for the Statenkamer of the Antwerp Town Hall and was commissioned by Rockox.[11]

Although nothing is known about the commission of the present panel, it is documented in Spanish royal inventories in the 1660s, suggesting the patron may have been Spanish. This painting is listed in the royal inventory of the Alcazar dated 1666 as: "*Otra de vara y media largo y una y cuarta de alto en tabla; la degollacion de San Juan Bautista, de mano de Rubens, en sesenta ducados de plata*" (Another [painting] one and a half vara long and one and a quarter high on panel; the decapitation

of Saint John the Baptist, by the hand of Rubens, 70 silver ducats). The measurement "*una vara*" is roughly equal to 80 cm., so the dimensions listed should be understood as 100 by 120 cm. The painting appears again in the 1686 and 1700 Alcazar inventories, which list the dimensions as closer to 80 by 100 cm. Discrepancies in size are common in old inventories as frames were sometimes included without clarification, and both sets of dimensions are close to the exact dimensions of the present panel either with or without a frame.

Critical fortune

Until its reappearance in 1987, this painting was discussed as a lost work in the literature, but it was swiftly readmitted to the canon of Rubens' work thereafter, starting with Michael Jaffé's catalogue raisonné published in 1989. It became far better known however following its appearance at auction at Sotheby's in New York in 1998, where it was first made available to a wider public. It was first discussed on the basis of first-hand acquaintance by Peter Sutton and Marjorie Wieseman in 1999. This was followed by more protracted public exposure at the National Gallery, London, where it was on extended loan from 2002 onwards, and included in the exhibition curated by David Jaffé centered on the recently rediscovered early Rubens *Massacre of the Innocents*. It featured in the exhibition devoted to early Rubens curated by David Jaffé and Liz McGrath at the National Gallery, London, in 2005, and discussed in the catalogue in the context of Rubens' other early works.

In 2017 it was published by Koen Bulckens in his Corpus Rubenianum volume covering the Ministry of Christ, where it is listed as an autograph work by Rubens. Bulckens, who only knew the painting (and its copies) from reproductions, discussed the painting briefly at the end of his entry. He deems some passages autograph, and others, especially the foreshortening of St John's body, as "problematic". As noted in the accompanying essay, this is a figure of some complexity: twisting and falling at the same time. Rubens clearly decided in this instance to perpetuate the contorted musculature of a figure in the throes of execution to the figure immediately post-death, rather than making the Saint's torso limp, as Rubens was to do with his figures of Christ post-mortem. He has not however portrayed the Saint with his torso muscles in full rictus, but in the process of softening, denied any control from the head which has been severed, with the energy ebbing from them, which is why Rubens has softened the skin tones. The muscles of the Saint's arms however are still in full tension, which is why they are painted with the more rubicund tones of living flesh.

We are well aware of the detailed drawn studies of *ecorché* figures that Rubens drew circa 1606-8 from the copies drawn by Willem Panneels.[12] The portrayal of rippling musculature without a covering layer of skin renders it extreme, and in several of these the depiction of every muscle in tension yields and extreme effect. The effect of a torso once re-covered with skin gives the underlying musculature a bubbly effect. This is apparent in the torso of St John, but also in other early paintings by Rubens, such as the *Cain slaying Abel* in the Courtauld Institute in London, which must have been painted within a few weeks of the present painting.

Rubens seems not to have had access to actual flayed corpses, which may explain why the musculature is in tension. Rather he imitated Willem van Tetrode's *écorché* bronze figure of 1562-7 (fig. 14).[13] While Rubens's lost drawings copied by Panneels are dated to 1606-8, he did not make use of them in paintings until after his return to Antwerp, although his drawings after Michelangelo and others suggest that this was an obsession formed earlier. Recently some drawings by Rubens himself after the Tetrode bronze

Fig. 16 Reflected Infrared Image of the present lot (Nikon CMOS Camera).

have emerged (fig. 15). Tetrode's bronze is hugely expressive, and adaptable as a source according to the angle from which it was viewed (the figure is sometimes rather fancifully identified as *The Horse Trainer),* but it in its exaggerated expressiveness it is thoroughly Mannerist and is also far from anatomically correct. Rubens used Tetrode's bronze via his own drawn copies in figures in several early works, including *The Raising of the Cross* in Antwerp Cathedral.

The figure of St John is not directly derived from Tetrode: merely the exaggerated approach to imaginary musculature as seen *en écorché.* The figure of the executioner however is closer to Tetrode's model.

Bulckens was also puzzled by the representation of the woman behind Salome. We see little more than her head, which appears to be of a type derived from antique Roman sculpted portraiture, although her expression is one of shock, with furrowed brow and lips parted. A drawn copy after Rubens in Oxford, Ashmolean Museum, shows a similar head with Roman centrally parted hair as part of a Caryatid, of which antique examples are in the Villa Torlonia in Rome and the British Museum, London.[14] Rubens continued to use this figure in other works, including The Worship of Ceres in the Hermitage, Saint Petersburg.[15]

Technical Studies

The oak panel comprises four horizontal planks of Baltic oak. The original saw marks may be seen on the reverse. The reverse retains original bevels at the top and bottom and left side of the panel (as seen from the front) but not at the left. This painting, and consequently its panel, predates by almost a decade the introduction of Antwerp Panel-Makers Guild brands and maker's stamps on the reverses of Antwerp panels.

Seen from the front however, the painting is finished at the right-hand edge, with vertical brush strokes marking the intended edge of the composition, with exposed *imprimatura* at the extreme edge. The same effect can be seen at the left edge, to the left of the standing figure in red, but not lower down, presumably because Rubens extended the foot of St John to close to the left of the picture plane – the ledge upon which he rests is similarly extended to the extremity of the panel. Consequently, we can be confident that the right edge was trimmed before work started on the painting, perhaps to match the dimensions of its planned location, such as an over-mantle (*schoorsteenstuk*).

Dendrochronology

A tree-ring analysis conducted by Ian Tyers (Dendrochronology Consultancy Report no. 1420) is available on request. Ian Tyers was able to examine one of the four planks, like the other three a board from an oak that grew in the eastern Baltic region. The latest heartwood ring is from 1590. Allowing for sapwood and seasoning the earliest date of use is circa 1596, but a more plausible date of use would be from the first two decades of the 17th Century. Thus the likely date of the painting of 1609 is entirely consistent with the dendrochronological evidence.

Infrared Reflectography

Infrared Reflectography (fig. 16) shows a layer of imprimatura freely applied with a broad brush on a diagonal rising from left to right. It reveals that Rubens left a reserve in the architecture for the head and right shoulder of the woman behind the old maidservant, which suggests that she was planned from the outset, but executed late in the execution (this can also be seen with the naked eye). As you would expect from a work by Rubens of this date there is no dry-medium (eg chalk or graphite) under-drawing.[16] Rubens' characteristic outlining in dark red paint referred to elsewhere can look like brushed wet-medium under-drawing in the infra-red imaging, but a close comparison with the painting seen in normal light shows that this is not the case. For example, the infra-red image appears to show a freely drawn brushed wet-medium stroke of under-drawing marking the top of the shoulder of the man in red to the left, but a close comparison with the painting shows that this is outlining in dark-red paint, not under-drawing. The same is true of the outlining of the upper edge of Salome's robe, where the painted outlining is in muted green and is clearly part of the painting, not its preparation. Infra-red imaging does show that in a few places Rubens altered the final appearance of the painting by filling in reserves. A good example of this is in the hand of the old maidservant holding the tongue of the Saint, where Rubens has extended the dark background beneath her hand more effectively to tighten its outline. The infra-red imaging makes this readily apparent, but this can also be seen with the naked eye.

Details of the present lot, shown in raking light.

Handling of paint

As noted elsewhere, this work is very energetically painted in a manner that perfectly reflects its violent subject, with a rhythm of primary colors in a planned sequence. The paint is applied thickly in many parts, especially in the draperies, with a contrast between short staccato strokes with a thickly laden brush and longer often transverse strokes applied on top, where Rubens allows the paint to flow off the brush until it is thinner. In some parts, especially in Salome's costume, he applies thick yellow paint over an underlying layer of a redder pigment, allowing both pigments to mingle (see details). Throughout the painting Rubens uses a deep red pigment – almost the color of congealed blood – to outline figures, hands, limbs, etc., as well as different fabrics. This is a highly distinctive characteristic found throughout Rubens early works, including those painted in Italy (see detail of the *Massacre of the Innocents* to illustrate this, fig. 17), but it becomes a much less marked characteristic of his style from about 1612 onwards. In a number of places Rubens has deliberately left visible *imprimatura*, a characteristic found in other of his early works

Fig. 17 Sir Peter Paul Rubens, *Massacre of the Innocents*, oil on panel, Ontario, Art Gallery of Ontario, inv. no. 2014/1581 (detail showing Rubens's characteristic deep red outlining)

We are grateful to Guido Dankwarth for confirming the identity of the seal on the reverse. The Le Camus family originated in Troyes, but flourished in Paris in the seventeenth and eighteenth centuries, successive generations holding administrative and Court appointments from 1617 onwards.

The loan of this painting has been requested for the forthcoming exhibition *Rubens and Women* to take place at the Dulwich Picture Gallery from 27 September 2023 to 28 January 2024, curated by Ben van Beneden and Jennifer Scott. Ben van Beneden is a former Director of the Rubenshuis, Antwerp, and Jennifer Scott is Director of the Dulwich Picture Gallery.

ENDNOTES

1. Jaffé 2005, p. 171
2. Pen and brown ink and brown wash on paper, 18.3 x 13 cm., Amsterdam, Amsterdam Museum.
3. Logan 2004, pp. 121-2, no. 16.
4. Held's commentary reported by oral communication to Sotheby's New York prior to the 1998 sale of this painting. See also Burchard and d'Hulst 1963, pp. 74-5.
5. Pen and brown ink and brown wash, 14 x 15.1 cm, Amsterdam, Amsterdam Museum, inv no. A18134.
6. Burchard & D'Hulst 1963, vol. II, pp. 73-4, no. 41, reproduced vol. I, fig. 41.
7. Logan 2021, the Fermo painting reproduced fig. 253a, the Hermitage oil sketch fig. 253b.
8. Inv. GLAHA:54302. Pen and brown ink on paper, 10 x 7.4cm.; see P.D. Black, `A Rubens Drawing for the Hunterian: The Fragment of a Memory Exercise,' in *The Journal of the Scottish Society for Art History,* Vol 10, 2005, pp. 15-21, and http://collections.gla.ac.uk/#/details/ecatalogue/58164 where dated circa 1620-30, but it seems much earlier than that. We are grateful to Gregory Martin for pointing out the possible connection between the drawing and the present painting.
9. Dresden, Staatliche Kunstsammlungen, Gemäldegalerie Alte Meister. See U. Härting, *Frans Francken der Jüngere (1581-1642)*, Freren 1989, vol. 2, p. 168, reproduced fig. 148.
10. Bulckens lists six copies of the painting: The Francken copper mentioned above; The Karlsruhe panel mentioned above; a canvas, 153 x 143 cm at Upland (Sweden), Church of Östra Ryd, bequeathed in 1704; a panel, 95 x 106 cm. in Munich, Bayerischen Staatsgemäldesammlungen, Alte Pinakothek, inv. 7073; a canvas, 188 x 204 cm. at Wyk auf Föhr (Germany), Friesenmuseum, inv. 557, since 1706; and a sixth with medium, measurements, whereabouts unknown.
11. The painting was eventually acquired by King Philip IV in 1621 and Rubens would later work on the painting *circa* 1628-1629 on a visit to Spain.
12. Jaffé & McGrath 2005, pp. 102-110.
13. Jaffé & McGrath 2005, reproduced fig. 33, 34, and details.
14. M. van der Meulen, *Rubens. Copies after the Antique, Corpus Rubenianum Ludwig Burchard*, London 1994, vol. II, pp. 74-9, no. 60, reproduced vol. II, fig. 113, and figs 109-112 (the Caryatid).
15. van der Meulen 1994, reproduced vol. III, fig. 117.
16. In a copy, for example, you would expect to see dry-medium under-drawing.

6

VALENTIN DE BOULOGNE

Coulommiers 1591 - 1632 Rome

Christ crowned with thorns

oil on canvas

57½ by 41⅞ in.; 146.1 by 106.4 cm.

$ 4,000,000-6,000,000

PROVENANCE

Avvocato Rainoldi, Milan, by 1943;

Private collector, Munich, by 1973;

Private collector, England, by 1989;

With Giacomo Algranti & Co., Ltd., London, 1994;

Anonymous sale, New York, Sotheby's, 11 January 1996, lot 118;

Where acquired by A. Alfred Taubman (1924-2015), New York and Detroit;

His estate sale, New York, Sotheby's, 27 January 2016, lot 20 (for $5,178,000);

Where acquired by the present collectors.

EXHIBITED

Detroit Institute of Arts, on loan, 1996 - 2002 and 2005 - 2015;

New York, Metropolitan Museum of Art; Paris, Musée du Louvre, *Valentin de Boulogne, Beyond Caravaggio*, 7 October 2016 – 22 May 2017, no. 7.

LITERATURE

R. Longhi, "Ultima studi sul Caravaggio e la sua cerchia—Ultimissime sul Caravaggio," in *Proporzioni, Studi di Storia dell'Arte* 1 (1943), p. 58, under no. 80;

This masterpiece of Baroque naturalism is among the earliest works painted by Valentin de Boulogne, Caravaggio's most accomplished French follower and arguably his greatest acolyte. The pathos-filled rendition of the mocking and crowning of Christ was produced around 1614, soon after Valentin's arrival in Rome. The painting is a testament to the rapidity with which he internalized and then synthesized myriad contemporary sources newly available to him in the Eternal City.

Valentin focuses the scene on the interplay of the three figures, all done *dal naturale*, or from life.[1] The compact drama transpires along a sweeping diagonal, accentuating the image's theatrical tension. At left, an elaborately dressed young soldier kneels before Christ. Mere inches separate their faces, which are almost a study in opposites. The youth's profile, silhouetted in shadow, is defined by his open mouth, from which one can imagine him shouting invectives. Conversely, Christ, with knitted brow, looks skyward as a warm light appears to offer the promise of deliverance. At upper right, a ruddy-faced man forces the crown of thorns upon Christ's head while looking directly at the spectators, a pictorial device that both implicates and involves them in the violent act.

Fig. 1 Caravaggio, *Christ crowned with thorns*, oil on canvas, Vienna, Kunsthistorisches Museum, inv. no. 307.

Fig. 2 Annibale Carracci, *Christ crowned with thorns*, etching.

Fig. 3 Valentin de Boulogne, *Christ crowned with thorns*, oil on canvas, Munich, Alte Pinakothek, inv. no. 477

LITERATURE CONT.

R. Longhi, "A propos de Valentin," in *Revue des Arts* 2 (March-April 1958), p. 61;

R. Longhi, "Terbrugghen e Valentin," in *Paragone* 131 (November 1960), pp. 58-59, reproduced fig. 44;

A. Bréjon de Lavergnée and J.P. Cuzin, *I Caravaggeschi francesi*, Rome 1973, p. 244;

J.P. Cuzin, "Problèmes du caravagisme, Pour Valentin," in *Revue de l'Art* 28 (1975), p. 57;

B. Nicolson, *The International Caravaggesque Movement: Lists of Pictures by Caravaggio and his Followers throughout Europe from 1590 to 1650*, Oxford 1979, p. 104;

C. Wright, *The French Painters of the Seventeenth Century*, Boston 1985, p. 268;

M. Mojana, *Valentin de Boulogne*, Milan 1989, p. 52, cat. no. 1, reproduced fig. 1;

As much as Valentin utilizes formal arrangement for dramatic means, he also lavishes attention on the surface execution, masterfully capturing a range of materials. Within a limited tonal range, Valentin expertly differentiates the rich fabric of Christ's scarlet robes from his pallid flesh; he similarly juxtaposes the reflective metal of the torturers' armor and the soft white plumes that decorate the kneeling figure's hat.

The subject, derived from the twenty-seventh book of the Gospel of Matthew, provided a fitting vehicle for the directness of the early Counter-Reformation aesthetic. Caravaggio's *Christ crowned with thorns* in Vienna (fig. 1) served as an important source of inspiration for the

LITERATURE CONT.

B. Nicolson and L. Vertova, *Caravaggism in Europe*, Oxford 1989, vol. I, p. 202;

O. Melasecchi, in *I Caravaggeschi, Percorsi e protagonisti*, Alessandro Zuccari (ed.), Milan 2010, vol. II, p. 733;

G. Papi, *Bartolomeo Manfredi*, Soncino 2013, p. 48, reproduced fig. 80;

Valentin de Boulogne, exhibition catalogue, A. Lemoine and K. Christiansen (eds.), New York 2016, pp. 5-6, 33, 37, 39, 51, 55, 95-97, cat. no. 7, reproduced in color.

Frenchman, who skillfully adapted Caravaggio's tenebrist style. Valentin also incorporated the Caravaggesque topos of presenting the narrative's actors nearly flush with the picture plane against a bare black background, thereby enhancing the scene's immediacy. The almost cinematic use of light to focus attention on the centrally positioned Christ is equally evocative of Caravaggio and artists in his orbit. But Valentin also looked to sources well beyond Rome. The cruel motif of the menacing man bearing down on Christ's skull with gauntlet-clad hands derives from an etching by Annibale Carracci (fig. 2) of the same subject.

Fig. 4 Valentin de Boulogne, *Christ crowned with thorns*, oil on canvas, Munich, Alte Pinakothek, inv. no. 188

Christ crowned with thorns was particularly popular with Caravaggesque artists and Valentin himself returned to it repeatedly throughout this career, exploring different formats and configurations. A few years after completing this painting, Valentin rethought the subject on a larger scale (fig. 3). The seven figures who populate the scene diffuse the composition, which lacks the intensity conveyed in this earlier version. When Valentin re-examined the subject in the late 1520s, he reverted to a smaller, more compact composition (fig. 4), though the near-monochromatic palette enervates the late rendition.

[1] As Annick Lemoine has noted, both of Christ's tormentors reappear in different guises in other works in Valentin's *oeuvre*. A. Lemoine, in *Valentin de Boulogne: Beyond Caravaggio*, exhibition catalogue, A. Lemoine and K. Christiansen (eds.), New York 2016, p. 97.

○ 7

ORAZIO GENTILESCHI

Pisa 1563 - 1639 London

Penitent Saint Mary Magdalene

oil on canvas

58⅝ by 73½ in.; 148.9 by 186.7 cm.

$ 4,000,000-6,000,000

PROVENANCE

Commissioned from the artist by Giovanni Antonio Sauli (1596-1661), Genoa, likely in 1621;

Thence by descent to his son, Francesco Maria Sauli (1662-1699), Genoa;

Thence by descent to his son, Domenico Maria Ignazio Sauli (1675-1760), Genoa;

Thence by inheritance to his nephew, Domenico Sauli (1739-1769), Genoa;

Thence by descent to his son, Paolino Sauli II (1765-1843), Genoa, by 1780;

Thence by descent to his son Constantino Sauli (1793-1853), Genoa;

Thence probably by descent to his daughter, Louisa Sauli Pallavicino (1818-1898), Genoa;

Thence probably by descent to her daughter, Maria Teresa Pallavicini Cambiaso (1840-1907), Genoa;

Thence probably by descent to her son, Marchese Pier Francesco (Pierino) Negrotto Cambiaso (1867-1925), Genoa, by 1906;

Thence by inheritance to his wife, Matilde Giustiniani Durazzo Pallavicini (1878-1970), Genoa;

Thence by inheritance to her niece and adopted daughter, Marchesa Carlotta Fasciotti Giustiniani Cattaneo-Adorno (1923-1989), Arenzano;

From whom acquired by Thomas P. Grange (1894-1976), London, 1975;

Thence by inheritance to his wife, Marie Thérèse Jacobi Grange (b. 1923), London;

Private collector, Switzerland, 1988;

From whom acquired by the present collectors, 1999.

EXHIBITED

Rome, Museo Nazionale di Palazzo Venezia; New York, Metropolitan Museum of Art; Saint Louis Art Museum, *Orazio and Artemisia Gentileschi*, 15 October 2001 – 15 September 2002, no. 35.

This elegiac depiction of Saint Mary Magdalene is the only one of the three paintings produced by Orazio Gentileschi in the early 1620s for Giovanni Antonio Sauli that remains in private hands. The Sauli commission was one of the most important of Gentileschi's career. The work's pendants, *Lot and his daughters* (fig. 1) and *Danaë* (fig. 2) are both in the J. Paul Getty Museum, Los Angeles.

Born in Pisa in 1563, Orazio was the most successful of Caravaggio's associates, enjoying an international career that began in Florence and ended in London, where he worked as court painter to Charles I. Unlike artists such as Bartolomeo Manfredi, whose work often displays a dramatic forcefulness, Orazio never abandoned the lyricism and sense of color derived from his late-mannerist training, the touchstone of which remained the work of the Carracci family. Gentileschi's *Penitent Saint Mary Magdalene* embodies this approach, seamlessly fusing Caravaggesque naturalism and Tuscan formal sophistication, bridging the two elements of his artistic heritage.

Fig. 1 Orazio Gentileschi, *Lot and his daughters*, oil on canvas, Los Angeles, J. Paul Getty Museum, inv. no. 98.PA.10.

Fig. 2 Orazio Gentileschi, *Danaë*, oil on canvas, Los Angeles, J. Paul Getty Museum, inv. no. 2016.6.

LITERATURE

R. Soprani, *Le Vite de' pittori scultori, et architetti genovesi. E de' Forastieri, che in Genoua operarono Con alcuni Ritratti de gli stessi*, Genoa 1674, p. 318;

C.G. Ratti, *Vite de' pittori, scultori, ed architetti genovesi di Raffaello Soprani patrizio genovese*, Genoa 1768, p. 452;

C.G. Ratti, *Instruzione di quanto puo' vedersi di piu' bello in Genova in pittura, scultura, ed architettura ecc.*, Genoa 1780, vol. I, p. 112;

W. Suida, *Genua*, Leipzig 1906, p. 156;

H. Voss, *Die Malerei des Barock in Rom*, Berlin 1924, p. 460 (incorrectly listed as a copy of the version in Vienna);

R.W. Bissell, "Orazio Gentileschi and the Theme of 'Lot and His Daughters,'" in *Bulletin of the National Gallery of Canada* 14 (1969), Appendix I, no. I, p. 30;

A. Moir, *The Italian Followers of Caravaggio*, Cambridge 1967, vol. I, p. 197 note 4, vol. II, p. 78, cat. no. 7b;

The scene derives from Jacobus de Voragine's thirteenth-century *Golden Legend*, which relates how following Mary Magdalene's conversion and flight from Palestine, she took refuge in a mountain cave near Marseille, where she spent the last thirty years of her life. At once devout, sensuous, and repentant, she lies recumbent in a sparse grotto. Pictorially, Gentileschi's *Penitent Saint Mary Magdalene* is indebted to important sixteenth-century antecedents by Correggio and Titian (fig. 3). In composition, with the Magdalene's outstretched position arranged parallel to the picture plane, Gentileschi drew upon the former. In ideological approach, with the Magdalene lost in divine reverie, he was influenced by the latter.

LITERATURE CONT.

Descrizione della città di Genova da un anonimo del 1818, E. Poleggi and F. Poleggi (eds.), Genoa 1969, p. 232;

B. Nicolson, *The International Caravaggesque Moment: Lists of Pictures by Caravaggio and His Followers Throughout Europe from 1590 to 1650*, Oxford 1979, p. 53;

B. Nicolson, *Caravaggism in Europe*, Oxford 1979, p. 115, reproduced fig. 216;

R.W. Bissell, *Orazio Gentileschi and the Poetic Tradition in Caravaggesque Painting*, University Park 1981, pp. 173-174, 177-178, cat. no. 46, reproduced fig. 97;

A.T. Lurie, in *European Paintings of the 16th, 17th, and 18th Centuries, The Cleveland Museum of Art Catalogue of Paintings*, A.T. Lurie and N.C. Wixom (eds.), Cleveland 1982, p. 346;

B. Nicolson, "Orazio Gentileschi and Giovanni Antonio Sauli," in *Artibus et Historiae* 6, no. 12 (1985), pp. 9-25, reproduced fig. 1;

The painting's restrained palette focuses attention on the artist's virtuosic treatment of his languorous subject. The penitent saint is bathed in a soft light that shines from the right: her gently modeled flesh tones provide a sensitive counterpoint to the cascading folds of her ochre drapery. With chin raised, Mary Magdalene's face is rendered with skillful foreshortening. Gazing heavenward, she is depicted with mouth slightly agape, heightening the effect of penitential ecstasy. And while her bared breasts imbue the scene with sensual pleasure, the ample drapery engulfing much of her body emphasizes the saint's spiritual experience. The still-life elements that define the right foreground further underscore the image's devout nature: the saint props her left elbow on an open Bible below which sits a fractured skull, characteristic of vanitas imagery.

LITERATURE CONT.

J. Grabski, "On Seicento Painting in Naples: Some Observations on Bernardo Cavallino, Artemisia Gentileschi and Others," in *Artibus et Historiae* 6, no. 11 (1985), pp. 57-58;

P. Matthiesen, in *Baroque III, 1620-1700*, exhibition catalogue, London 1986, pp. 49-50;

M. Garrard, *Artemisia Gentileschi: The Image of the Female Hero in Italian Baroque Art*, Princeton 1989, p. 56;

E.G. Ponzi, "Gentileschi a Genova: un nuovo dipinto e alcune considerazioni sulla cronologia delle opere," in *Bolletino dei Musei Civici Genovesi* 16, nos. 47-49 (December 1994), pp. 51-59;

R.W. Bissell, *Artemisia Gentileschi and the Authority of Art, Critical Reading and Catalogue Raisonné*, University Park 1999, pp. 6-7, 50, 229, reproduced fig. 107;

G. Finaldi, in *Orazio Gentileschi at the Court of Charles I*, exhibition catalogue, G. Finaldi (ed.), London 1999, p. 70;

M. Leonard, N. Khandekar, and D.W. Carr, "'Amber varnish' and Orazio Gentileschi's 'Lot and his daughters,'" in *Burlington Magazine* 143, no. 1174 (January 2001), pp. 4-7, 10, reproduced p. 6, fig. 3;

Orazio and Artemisia Gentileschi, exhibition catalogue, K. Christiansen (ed.), New York 2002, pp. 21, 30, 66, 172, 174-178, 184, 212, 218, 251, 256-258, 403, cat. no. 35, p. 184, reproduced in color;

M.C. Gallo, "The Sauli Collection, Two Unpublished Letters and a Portrait by Orazio Gentileschi," in *Burlington Magazine* 145, no. 1202 (May 2003), pp. 348-351, reproduced p. 348, fig. 14;

M.C. Gallo, "La collezione Sauli e due lettere inedite di Orazio Gentileschi," in *Ligures 2* (2004), pp. 158-160, 180, 192, reproduced fig. 3;

M. Odlozil and G. Swoboda, "Orazio Gentileschis *Büssende Magdalena* und die *Danae Sauli* Gemäldetechnologische Untersuchungen und Vorschlag einer neuen Chronologie," in *Technologische Studien Kunsthistorisches Museum Wien* 4 (2007), pp. 47, 58-60, 67, reproduced fig. 5;

L.N. Fernandez, in *Caravaggism and Classicism in Italian Painting at the Thyssen-Bornemisza Museum: A Technical and Historical Study*, Madrid 2008, p. 102;

J.J. Marciari, in *Italian Paintings from the Richard L. Feigen Collection*, exhibition catalogue, L. Kanter and J.J. Marciari (eds.),

Fig. 3 Titian, *Penitent Magdalene*, oil on canvas, Florence, Palazzo Pitti, Galleria Palatina, inv. no. 1912, no. 67.

Gentileschi enjoyed a particularly close relationship with Giovanni Antonio Sauli, who commissioned this work. According to the biographer Raffaelle Soprani, painter and patron met in 1621, when Sauli travelled to Rome as part of a delegation paying respects to the newly elected Pope Gregory XV. Enamored of Gentileschi's work, Sauli invited the sixty-year-old painter to Genoa. (Their relationship may actually have predated this encounter in the Eternal City as earlier in the century Gentileschi's brother, Aurelio Lomi, had produced paintings for the Sauli family's basilica of Santa Maria in Carignano.) During Gentileschi's four years in the cosmopolitan port city, he not only produced several paintings for Sauli, but also served as the successful merchant and financier's art advisor, helping the Genoese nobleman build an impressive picture gallery.

LITERATURE CONT.

New Haven and London 2010, pp. 157-158, reproduced fig. 1;

M. Odlozil, in *Caravaggio und der internationale Caravaggismus*, exhibition catalogue, W. Prohaska and G. Swoboda (eds.), Milan 2010, pp. 177-185, reproduced fig. 2;

A. Leonardi, *Genoese Way of Life: Vivere da collezionisti tra Seicento e Settecento*, Rome 2013, p. 46;

R. Lattuada, in *Artemisia Gentileschi e il suo tempo*, F. Baldessari (ed.), Milan 2016, p. 226;

A. Orlando, "I Gentileschi a Genova, Dati certi e incerti per Orazio, Artemisia, Francesco e Giulio," in *Caravaggio e i Genovesi, Committenti, collezionisti, pittori*, exhibition catalogue, A. Orlando (ed.), Genoa 2019, pp. 155-156, reproduced in color fig. 5;

M. Bartoletti, in *A Superb Baroque: Art in Genoa, 1600-1750*, exhibition catalogue, J. Bober (ed.), Washington and Princeton 2020, p. 112;

A. Brady, "The Studio of Guido Reni from 1620 to 1630: Formulating Compositions," in *Getty Research Journal* 12 (2020), pp. 11-12;

L. Treves, in *Artemisia*, exhibition catalogue, L. Treves (ed.), London and New Haven 2020, p. 116.

The Sauli trio of paintings mark Gentileschi's crowning achievement during his tenure in Genoa, yet they remain enigmatic. Unlike Titian's *Poesie*, which as a painterly series devoted to the exploration of the female form provides a clear precedent, Gentileschi's *Penitent Saint Mary Magdalene*, *Danaë*, and *Lot and his daughters*, share no common literary source. Rather, they are derived from, respectively, *The Golden Legend*, Ovid's *Metamorphoses*, and the Old Testament. Focusing on female protagonists of seemingly questionable virtue, the three scenes are perhaps best characterized as artistic ruminations on the female form through devotional, erotic, and moral lenses.

The proliferation of autograph (and semi-autograph) variants of and copies after the Sauli paintings testifies to their enduring popularity.[1] Gentileschi repeated the composition of the *Penitent Saint Mary Magdalene* on at least two other occasions, one in a private New York collection and the other in the Kunsthistorisches Museum, Vienna (fig. 4), varying the background's landscape elements, the position of the objects in the foreground, and the saint's attire in each instance. This work's exceptionally high quality and impeccable provenance affirm its premier position in Gentileschi's *oeuvre*.

[1] For a full enumeration of the copies, see Odlozil 2010, p. 185.

8

BERNARDO CAVALLINO

Naples 1618 - 1654

Saint Bartholomew

oil on canvas

70⅜ by 50 in.; 178.8 by 127 cm.

$ 2,500,000-3,500,000

PROVENANCE

Francesco Cavallino (d. 1677), Naples (15 May 1677 posthumous inv. no. 43);

Thence by descent to one of his sons, 1677;

Ignazio Provenzale (d. 1693), Duke of Collecorvino, Naples (1 August 1693 posthumous inv. no. 8);

Thence by inheritance to his wife, Giovanna Provenzale (1651-1693), Naples, (7 September 1693 posthumous inv. no. 8);

Anonymous sale, London, Christie's, 28 April 1903, lot 103 (as Ribera);

Where acquired by Farr;

Private collector, Netherlands, by 1988;

By whom anonymously sold, Amsterdam, Sotheby's, 8 February 1988, lot 146 (as Spanish School, 17th Century);

From where acquired by P. & D. Colnaghi, Ltd., London and New York;

From whom acquired by Mauro Herlitzka, New York and Buenos Aires, 1991;

From whom acquired by the present collectors, 1997.

EXHIBITED

New York, Metropolitan Museum of Art, *Bellini to Tiepolo: Summer Loans at The Metropolitan Museum of Art*, 29 June – 31 August 1999.

This spectacular depiction of Saint Bartholomew, one of the largest and most splendid works Bernardino Cavallino ever painted, dates to the 1640s, when the Neapolitan artist was at the height of his artistic powers. With an almost monochromatic palette, the work is starkly modern. It focuses on the muscular figure of Saint Bartholomew, who holds a knife that foreshadows his martyrdom. The painting's powerful intensity derives as much from its expressive tenebrism and dramatic composition as from the saint's naturalistic depiction, rendered with virtuosic brushwork.

Depicted just over life-size, Saint Bartholomew, bearded and with dark hair, sits in a dark cave. The apostle is dramatically illuminated, an effect that heightens the psychological intensity of his pose as he seemingly ponders his imminent death. According to the *Golden Legend*, Saint Bartholomew undertook missionary trips to India and Armenia, where he was flayed alive and then beheaded. The remarkable play of light and shade enables Cavallino to render both flesh and the fabric with striking naturalism: the saint's sinewy torso, sagging skin, and soiled feet contrast with the voluptuous gray mantle, itself evocative of a burial shroud.

Scant documentary evidence exists regarding Cavallino's life, but he likely trained in the studio of either Massimo Stanzione, Aniello Falcone, or Jusepe de Ribera. The influence of the latter is immediately apparent in this work, which recalls Ribera's life-size portrayals of saints from the late 1630s and 1640s and resonates profoundly with Ribera's near-contemporaneous depiction of the same saint, today in Madrid (fig. 1). While Cavallino adopted pictorial devices from all three painters, he developed his own style, characterized by dynamic compositions and refined, yet virtuosic, execution. Indeed, the eighteenth-century biographer Bernardo de Dominici dubbed Cavallino the "Neapolitan Poussin" and considered him one of the most important Neapolitan painters of the seventeenth century, the rightful artistic heir of Guido Reni, Peter Paul Rubens, and Titian.[1]

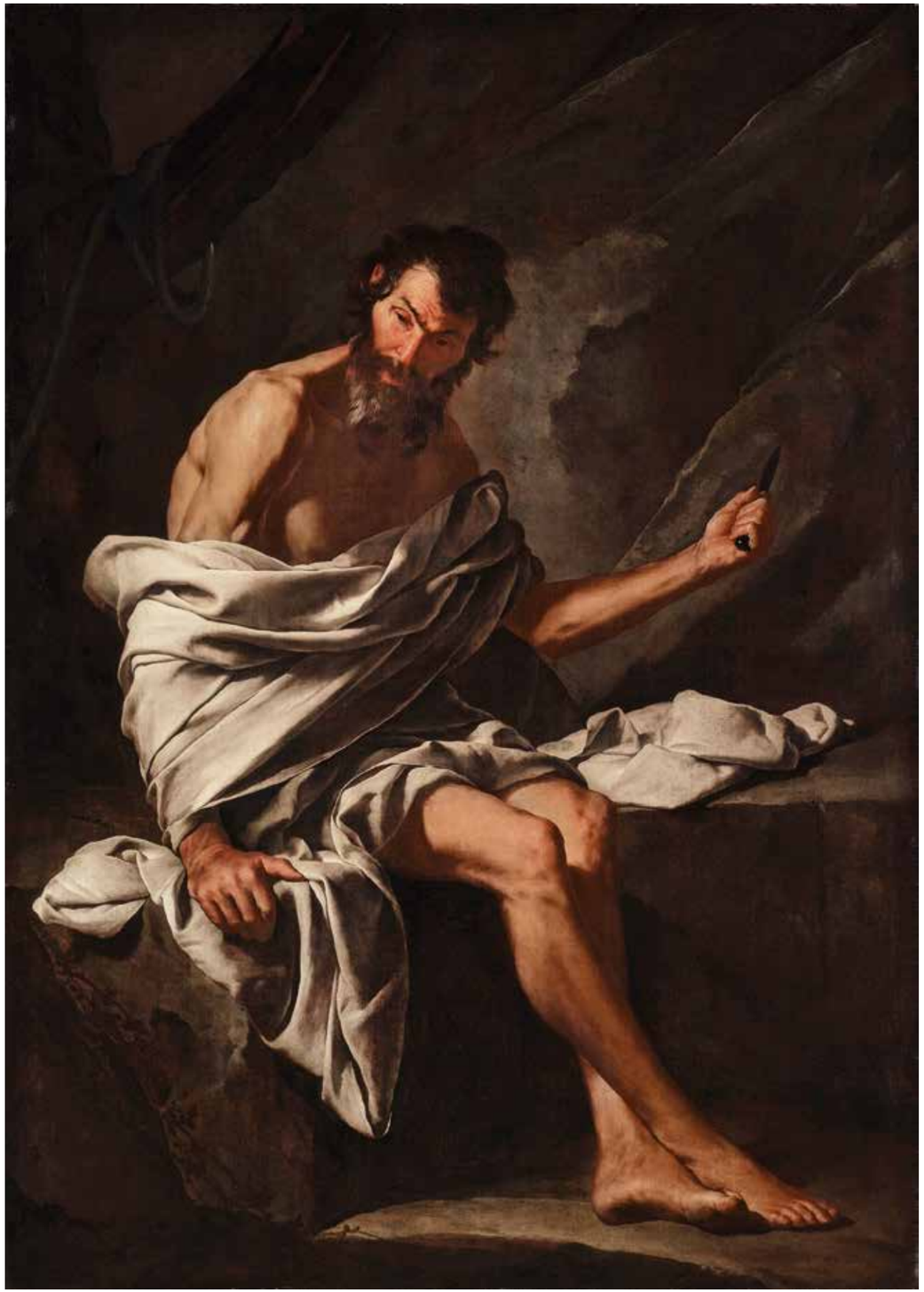

Fig. 1 Jusepe de Ribera, *Saint Bartholomew*, oil on canvas, Madrid, Museo del Prado, inv. no. P001100. © Photographic Archive Museo Nacional del Prado.

LITERATURE

J. Spike, in *Master Paintings, 1350-1800*, exhibition catalogue, London 1989, pp. 54-55, reproduced in color;

N. Spinosa, "Altre aggiunte a Bernardo Cavallino e qualche precisazione sui rapporti con Nicolas Poussin e la sua cerchia," in *Paragone* 41, no. 485 (June 1990), pp. 44-45, 57 note 4, reproduced fig. 26;

N. Hall, *Colnaghi in America, A Survey to Commemorate the First Decade of Colnaghi New York*, New York 1992, p. 68, reproduced in color;

Collections of Paintings in Naples, 1600-1780, G. Labrot (ed.), Munich 1992, pp. 137, 177;

E.M. Zafran, in *Botticelli to Tiepolo: Three Centuries of Italian Painting from Bob Jones University*, exhibition catalogue, Seattle 1994, p. 98, reproduced fig. 23;

N. Spinosa, "Un autoritratto e altri inediti di Bernardo Cavallino," in *L'intelligenza della passione, Scritti per Andrea Emiliani*, M. Scolaro and F.P. di Teodoro (eds.), San Giorgio di Piano 2001, p. 578 note 2;

N. Spinosa, *Pittura del Seicento a Napoli, Da Caravaggio a Massimo Stanzione*, Naples 2010, pp. 193-194, cat. no. 61, reproduced;

N. Spinosa, in *Grazia e tenerezza 'in posa': Bernardo Cavallino e il suo tempo 1616-1656,* Rome 2013, pp. 366-367, cat. no. 102, reproduced p. 367 and in color fig. 155.

While the painting's original commission remains unknown, the work's outstanding size suggests it was a particularly special endeavor. *Saint Bartholomew* can be traced to two seventeenth-century Neapolitan collections. In 1677, "*Uno Quadro di palmi otto, e sei con cornice indorata con l'imagine de S. Bartolomeo di mano di Ber.do Cavallino*" appears in the posthumous inventory of Francesco Cavallino's "magnificent" collection.[2] The painting subsequently appears in the posthumous inventory of the regent of the Neapolitan royal chancery, Ignazio Provenzale, Duke of Collecorvino. Described as "*S. Bartolomeo palmi 8, e 6 mano di Bernardo Cavallino cornice dorata*," the painting, valued at 120 Ducats, was among the large collection's most highly prized works.[3] The painting's whereabouts were untraced until it was sold in 1903 (as by Ribera) at Christie's, London. It next resurfaced in 1988, after which the painting's correct attribution to Cavallino was reinstated.

[1] B. de Dominici, *Vite de' pittori, scultori, ed architetti napoletani*, vol. III, Naples 1742, pp. 32-43.

[2] "A Painting of eight palmi, by six with a gilded frame depicting Saint Bartholomew by the hand of Bernardo Cavallino." Inventory transcribed in *Collections of Paintings in Naples, 1600-1780*, G. Labrot (ed.), Munich 1992, p. 137, no. 43. Even though they shared the same last name, the artist and collector do not seem to have been related. Following Francesco's death, the painting passed to one of his sons: Joseph, Nicolas, Gaspar, Melchior, Balthasar, Onofrio, Matthew, John, or Luke.

[3] "Saint Bartolomeo 8 palmi, by 6, [by the] hand of Bernardo Cavallino [in a] gilded frame." Inventory transcribed in *Collections of Paintings in Naples, 1600-1780*, G. Labrot (ed.), Munich 1992, p. 177, no. 8.

○ 9

GEORGES DE LA TOUR

Vic-sur-Seille 1593 - 1652 Lunéville

Saint James the Greater

oil on canvas

24¾ by 20 in.; 63 by 50.8 cm. [1]

$ 3,500,000-5,000,000

PROVENANCE

Abbot François de Camps (1643-1723), Paris, before 1694;

From whom acquired by Canon Jean-Baptise Nulart (d. 3 July 1694) for the Chapel of Saint John in the choir of Saint Cecilia Cathedral, Albi (as recorded in an account dated 8 March 1698; again recorded in 1795 Revolutionary inventory, where erroneously said to be property of Bandinelli);

Private collector, France;

By whom sold ("Property of a Private European Collector"), New York, Sotheby's, 24 January 2008, lot 80;

Where acquired by the present collectors.

EXHIBITED

Madrid, Museo Nacional del Prado, *Georges de La Tour, 1593 - 1652*, 23 February - 12 June 2016, no. 4.

LITERATURE

J.P. Cuzin, "La Tour en 2005: dix questions," in *Georges de La Tour*, exhibition catalogue, A. Takahashi, J.-P. Cuzin, and D. Salmon (eds.), Tokyo 2005, pp. 205-216 (in Japanese, pp. 23-31), reproduced fig. 21 (in Japanese, fig. 11), pp. 188-189, reproduced in color; p. 176, no. 44;

P. Rosenberg, "Un nouveau chef-d'oeuvre de Georges de La Tour. Le *Saint Jérôme* récemment réapparu à Madrid," in *Boletín del Museo del Prado* 23 no. 41 (2005), pp. 46-59, reproduced fig. 2;

Georges de La Tour. 1593 - 1652, exhibition catalogue, D. Salmon, J.-P. Cuzin, and A. Úbeda (eds.), Madrid 2016, pp. 57, 88-89, cat. no. 4, reproduced in color p. 93;

R. Fohr, *Georges de La tour: Le maître des nuits,* Paris 2018, pp. 78, 303, cat. no. 6, reproduced in color p. 77, thumbnail p. 303;

J.-P. Cuzin, *La Tour,* Paris 2021, pp. 52, 62-63, 76, 350-351, cat. no. 6, reproduced in color pp. 63, 351, fig. 52.

This stoic and remarkably modern painting by Georges de la Tour, one of the most interesting and enigmatic artists of his time, reemerged in 2005 after having been thought lost and known only by a copy for centuries. The reappearance of *Saint James the Greater* represents a significant addition to the *corpus* of the artist's work, and provides a more full understanding of one of his most important artistic achievements: the so-called Albi Series.

The group consists of thirteen canvases representing the Blessing Christ and the Twelve Apostles, christened the "Albi Series" after their earliest known location, in the cathedral of that city. The series has been partially reassembled over the last few decades, and the rediscovery of the *Saint James the Greater* in 2008 further revealed much about the complexity of La Tour's entire *oeuvre* and his formative works in particular.

Saint James the Greater is the sixth original canvas from this prestigious group, thought to have been largely destroyed, which is known to be extant. The make up of the series was preserved in almost its entirety in a set of copies of later date, now in the Musée Toulouse-Lautrec, Albi (figs. 6-10, see following page). Of the original canvases, only two have remained in Albi (together with these copies) and were accounted for over the intervening years: *Saint James the Lesser* (fig. 1) and *Saint Jude Thaddeus* (fig. 2). The museum preserves eleven paintings in total with two Apostles of unknown identity having disappeared completely. The two missing works most likely depicted *Saint John the Evangelist* and *Saint Matthew* or *Saint Bartholomew*.

In addition to *Saint James the Greater*, three other originals have subsequently been rediscovered. *Saint Philip* was the first to emerge when it appeared on the French market in 1941 (now Norfolk, Chrysler Museum of Art; fig. 3), followed by *Saint Andrew*, sold at Sotheby's in Monaco on June 21, 1991 (fig. 4).[2] The following day, *Saint Thomas* was offered at Christie's in Monaco and bought by a Japanese collector; in 2003, that painting was purchased by the National Museum of Western Art in Tokyo (fig. 5).

GEORGES DE LA TOUR'S "ALBI SERIES"

Saint James the Greater, the present lot.

Fig. 1. Georges de La Tour, *Saint James the Less*, oil on canvas, Albi, Musée Toulouse Lautrec, inv. no. 169

Fig. 2. Georges de La Tour, *Saint Jude Thaddeus*, oil on canvas Albi, Musée Toulouse Lautrec, inv. no. 166

Fig. 3. Georges de La Tour, *Saint Philip*, oil on canvas, Norfolk, Chrysler Museum of Art, Gift of Walter P. Chrysler, Jr., inv. no. 77.431

Fig. 4. Georges de La Tour, *Saint Andrew*, oil on canvas. Private collection

Fig. 5. Georges de La Tour, *Saint Thomas*, oil on canvas, Tokyo, The National Museum of Western Art, inv. no. P.2003-0002

Fig. 6. After Georges de La Tour, *Saint Matthew*, oil on canvas, Albi, Musée Toulouse Lautrec, inv. no. 168

Fig. 7. After Georges de La Tour, *Saint Simon*, oil on canvas, Albi, Musée Toulouse Lautrec, inv. no. 164

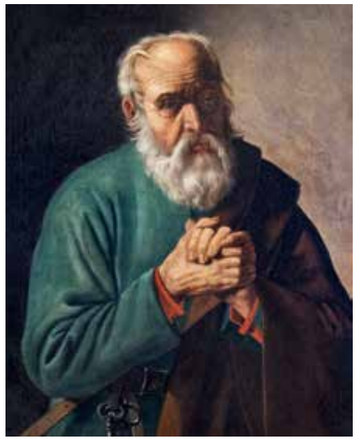

Fig. 8. After Georges de la Tour, *Saint Peter*, oil on canvas, Albi, Musée Toulouse Lautrec, inv. no. 161

Fig. 9. After Georges de La Tour, *Christ Blessing*, oil on canvas, Albi, Musée Toulouse Lautrec, inv. no. 160

Fig. 10. After Georges de La Tour, *Saint Paul*, oil on canvas, Albi, Musée Toulouse Lautrec, inv. no. 165

Untraced:

Saint John the Evangelist
Saint Bartholomew

"...IN LA TOUR'S INTERPRETATION THEY ARE NOT THE REMOTE, GLORIOUS SAINTS CRITICIZED BY THE PROTESTANT REFORMERS IN THE SIXTEENTH CENTURY. RATHER THEY ARE OF THEIR TIME AND PLACE, MEN OF FLESH AND BLOOD WHO STILL SEEM EXTRAORDINARILY IMMEDIATE AND CREDIBLE"

- PHILIP CONISBEE

LITERATURE ON THE ALBI SERIES

Procèz-verbal de la visite [par l'archevêque Charles le Goux de La Berchère] à l'église métropolitaine et du chapitre d'Alby en 1698 et 1699, inventory of the Albi Cathedral of 8 March 1698;

Mémoire des effets concernant les Arts qui se trouvent dans le district d'Alby, département du Tarn, et qui méritent la plus grande considération, etc., inventory of the Albi Cathedral of 1795 (Archives Nationales, F 17A 1231, dossier 4, pièce 44);

Huyghe, "L'influence de La Tour. Une oeuvre perdue de Georges de La Tour," in *L'Amour de l'Art 9 (1946)*, pp. 255-258;

F.G. Pariset, *Georges de La Tour*, Paris 1948, p. 231, reproduced plate 34;

P. Rosenberg and J. Thuillier, *Georges de La Tour*, exhibition catalogue, Paris 1972, pp. 126-131, under cat. nos. 4-6, pp. 239-240, under cat. nos. 34-42, reproduced pp. 126, 129-130, 226-227;

J. Thuillier, *Tout l'oeuvre peint de Georges de La Tour*, Paris 1973, p. 88, cat. nos. 7-19, reproduced;

P. Rosenberg and F. Macé de l'Epinay, *Georges de La Tour, Vie et Œuvre*, Fribourg 1973, pp. 92-99;

Why the group was largely disassembled has remained somewhat of a mystery. A theory proposed at the La Tour Exhibition of 1972 held at the Orangerie des Tuileries, Paris, reasonably speculated that the original series by La Tour was replaced by copies executed by a later hand so as to avoid costly restoration.[3] The re-emergence of these four paintings on the market suggests that the restorers originally handling the works copied the series and also kept the originals, "improving" their condition as much as possible so as to enhance their resale value, a common practice in their profession at the time.

There is some debate as to the exact position of the series in the chronology of Georges de La Tour's work, but historians do concur that it dates from the beginning of the artist's career. Jean-Pierre Cuzin and Jacques Thuillier both consider the Albi Apostles to be the first extant paintings by La Tour. Cuzin suggests they date to either 1614/15, a time when La Tour was in Paris, or to 1620/22, when he moved to Lunéville at the age of 27 or 29. He argues that despite the strength of execution in the paintings, some figures still appear rough and the study of the form has not reached full maturity.[4]

Pierre Rosenberg, according to the timeline suggested by Philip Conisbee, believes that the series is slightly later, after other works like *The Payment of Taxes* (Lviv, The Art Gallery Lviv, Ukraine) and *Old Man* (The Fine Arts Museums of San Francisco, Roscoe and Margaret Oakes Collection).[5] Benedict Nicolson and Christopher Wright thought the series could be dated to the early 1620s.[6] Regardless of the slight variations in dates, historians agree that the thirteen works were certainly exhibited during a period when the artist was beginning to refine his natural talent and skill.

The theme of Christ and the twelve apostles was quite popular in the 16th and 17th centuries and was portrayed by various artists including Sir Peter Paul Rubens, Anthony Van Dyck, Jacques Bellange and Jacques Callot. The figures of La Tour differ from those of his predecessors in their almost brutal realism. Nicolson has suggested that this may have been due to the influence of Hendrick Ter Brugghen, as seen most closely in his figures of Saint Luke and Saint Mark, which hang in the town hall of Deventer.[7]

Questions about stylistic influences in the work of La Tour have been pervasive in the minds of many scholars. There are several possible influences that may have played a significant role in his development and his unique combination of naturalism and a dramatic use of light. Rosenberg defends the assumption of extensive artistic travel in Italy that would have exposed him to the Roman Caravaggesque School. Cuzin, however, rejects the idea as one that raises too many contradictions. As mentioned above, some believe that Ter Bruggen and the Utrecht School provided the influence for many of his works. And still yet others believe his style was developed in his native Lorraine. It is clear that La Tour's unique, realistic approach to his subjects, rendering them with ordinary attitudes and contemporary costumes, continue to beg the question of where the direct influence on his work was developed.

LITERATURE ON THE ALBI SERIES CONT.

B. Nicolson and C. Wright, *Georges de La Tour*, London 1974, p. 187, cat. no. 45, reproduced figs. 22, 32;

J. Thuillier, *Georges de La Tour*, Paris 1992, pp. 46-57, pp. 282-283, reproduced p. 283;

P. Conisbee, *Georges de La Tour and his World*, exhibition catalogue, Washington, D.C. 1996, pp. 43-49. 263-264, under cat. nos. 6-8;

J.P. Cuzin, "Le Christ et les apôtres" in *Georges de La Tour*, exhibition catalogue, J.P. Cuzin, P. Rosenberg, and J. Thuillier (eds.), Paris 1997, pp. 84-103, cat. nos. 1-11c, reproduced;

J.C. Boyer, "Les *Apôtres* de Georges de La Tour, de Paris à Albi," in *Les Apôtres de Georges de La Tour. Réalités et virtualités*, exhibition catalogue supplement, Albi 2004, pp. 47-60;

Georges de La Tour. 1593 - 1652, exhibition catalogue, D. Salmon, J.-P. Cuzin, and A. Úbeda (eds.), Madrid 2016, pp. 18-19, 30-31, 40, 55, 57, 63, 69, 88-89, 94-95, 100, 108, 144, cat. nos. 1-4, reproduced in color pp. 90-95;

R. Fohr, *Georges de La Tour: Le maître des nuits*, Paris 2018, pp. 78, 303, cat. nos. 1-11, reproduced in color pp. 72-77, 79-83;

J.-P. Cuzin, *La Tour,* Paris 2021, pp. 52-77, 350-351, cat. nos. 2-13, reproduced in color pp. 52-57, 59-61, 63-67.

Despite its early dating, *Saint James the Greater* already exhibits some of the hallmarks of La Tour's masterful techniques and enigmatic style. The Saint's expression is not overdone, but his character comes through in a deep and affecting way. La Tour has built up thin layers of glazes in the flesh tones to create an incredibly subtle, almost shimmering, sense of light that still exudes a Caravaggesque sense of drama and depth even within this limited lighting. La Tour's mastery of light and dark would continue throughout his career, most famously in his series of *Magdalens* (fig. 11).

Far from representing venerable disciples of Christ recognizable only by their attributes, La Tour has envisioned the Apostles as humble peasants with heavy beards, dressed in contemporary costume. The men are portrayed with an extremely realistic appearance, close to pure portraiture, seemingly frozen in ordinary poses. They look down or avert their eyes. The painter emphasizes the face and hands, detailing each wrinkle on the forehead, revealing crooked fingers and dirty nails. There is no specific decor, instead neutral backgrounds focus the viewer and draw their attention to the Apostles.

Saint James the Greater exudes this strength and simplicity of conception. The plain clothes of the Apostle convey a sense of extreme sobriety. Large scallop shells (the Saint's attribute) held with metal hooks to a gray-blue cape trim his apparel and hat. He wears a deep purple shirt and the whole costume is tied with a gray-white belt echoing that which belongs to the *Saint Philip* in Norfolk. In this respect, this autograph composition by La Tour differs undeniably from its copy in the Musée Toulouse-Lautrec in Albi. *Saint James* is looking away with more peaceful eyes here, showing confidence through a soft, subtle handling of the surface, unlike its copy in which a hint of anxiety is perceptible.

Fig. 11. Georges de La Tour, *The Penitent Magdalen*, oil on canvas, New York, The Metropolitan Museum of Art, Gift of Mr. and Mrs. Charles Wrightsman, 1978, inv. no. 1978.517

A Note on the Provenance

Although moved there some years after their creation, the original and complete set of Christ and the Twelve Apostles was first recorded in the Saint John chapel, the sixth chapel of the Choir of the Cathedral of Saint Cecilia in Albi in a reference made to them on March 8, 1698, when the Archbishop Charles Le Goux de Berchère paid a visit to the church:

(...) Il y a à l'autel un gradin peint et doré, un crucifix et quatre chandeliers de bois dorés, donnés pour le dt. Autel par le feu Sr. Nualart chanoine, avec treize tableaux représentant Notre Seigneur et les douze apostres, dans des bordures dorées pour demeurer attachées fixes autour de la chapelle où ils sont.[9]

In 1795, during the revolutionary seizures, the thirteen works were again reported in the same location according to a memo most certainly written by J.-F. Massol, former canon of Saint Cecilia:

On y voit un St. Jean l'Evangéliste d'après le Poussin, et autour 12 petits tableaux, grandeur de portraits, représentant les 12 apôtres d'une touche forte et rembrunie comme celle de Michel-Ange Caravage. On les a toujours crus originaux. Un chanoine italien et amateur, du nom de Bandinelli, les y plaça.[10]

The two texts seemingly disagree as to the original donor of the series, but scholars now agree that the earlier text of 1698 seems more plausible, assigning this gift to Canon Jean-Baptiste Nualart, who died in July 1694 and was buried in the chapel in which the paintings were hung. There is clear mention that he paid for the decoration during his lifetime (*qui vivens hanc capellam suis sumptibus ornavit*).[11] A self-described political refugee forced into exile after the revolt of Catalonia against Madrid, Nualart was further linked to the thirteen paintings in the Register of the Chapter of Saint Cecilia, a record that dates from 1693 - 1703. He organized with Abbot Francois de Camps to have the paintings sent to the chapel from Paris and the Register records the arrival of the paintings. For unknown reason, two of the paintings arrived later than the other eleven, and the prolonged transfer of these two was recorded from August 27, 1694 to May 13, 1695.

As for the second reference, written in 1795, Jerome Bandinelli was at one time linked to the Saint John chapel, but despite Massol's assertion, it seems unlikely that he was the original donor of the series. He died in April 1671, at the age of seventy, and his tomb is in a chapel nearby.

Saint James the Greater was rediscovered in 2005 in a private collection in France by Eric Turquin and subsequently illustrated by Jean-Paul Cuzin in the catalogue for the de la Tour exhibition in Tokyo in 2005 (see *Literature*). It then was offered at Sotheby's in 2008, and acquired by the present collectors.

1. When the painting was offered in 2008 (see Provenance), the dimensions were slightly larger due to additions along the top and right edge. These additions were subsequently removed.
2. In the 1991 sale, this painting was mistakenly identified as Saint Bartholomew. *Saint Andrew* appeared again at auction at Christie's London, 8 July 2021, lot 42, when it realized £4,287,000.
3. The archives of Albi mention in this respect two obscure painters, Jacques Louis and Guidi Bosia, who in 1820 started the restoration of several chapels at the request of the cathedral authorities. It is likely that the intervention of the restorers was not limited to murals but also interfered with the paintings of the Apostles (Albi, Archives diocésaines, Archives paroissiales de Sainte-Cécile).
4. Cuzin 2005, p. 210.
5. Conisbee 1996/97, pp. 260-64; Cuzin, Rosenberg and Thuillier, 1997/98, p. 85.
6. Nicolson and Wright 1974, p. 187
7. Nicolson and Wright, 1974, figs. 33 and 34.
8. Conisbee 1996, p. 48
9. "There is at the altar a painted and gilt step, a crucifix and four chandeliers in giltwood, given for the said altar by the late Sr. Nualart, canon, with thirteen paintings depicting Our Lord and the twelve apostles, in the gilt inset frames placed around the chapel where they are located."
10. "One sees a Saint John the Evangelist after Poussin, and 12 little paintings around, portrait size, representing the 12 apostles in a strong and dark style like that of Michelangelo Caravaggio. One believes them all to be originals. An Italian canon and lover of the arts, by the name of Bandinelli, put them there."
11. "Who during his lifetime decorated this chapel at his own expense."

10

GAETANO GANDOLFI

San Matteo della Decima near Bologna 1734 - 1802 Bologna

Orpheus and Eurydice fleeing Hades

oil on canvas

16⅞ by 11⅛ in.; 42.9 by 28.3 cm.

$ 200,000-300,000

PROVENANCE

With Galleria Zampini, Rome;

With Galleria Giovanni Pratesi, Florence, 1989;

Anonymous sale, London, Sotheby's, 4 July 1990, lot 17;

With Galerie Alain Moatti, Paris, by 1993;

With Colnaghi, London;

From whom acquired by the present collectors, 1994.

EXHIBITED

Ottawa, National Gallery of Canada; Little Rock, Arkansas Arts Center, *Bella Pittura: The Art of the Gandolfi*, 18 June - 6 September 1993, no. 56.

LITERATURE

P. Bagni, *I Gandolfi: Affreschi, Dipinti, Bozzetti, Disegni*, Bologna 1992, pp. 444-446, 747, cat. no. 422, reproduced in color p. 446;

E. Moatti, *Tableaux anciens*, exhibition catalogue, Paris 1992, unpaginated, cat. no. 12, reproduced in color;

M. Cazort, in *Bella Pittura: The Art of the Gandolfi*, exhibition catalogue, Ottawa 1993, p. 77, cat. no. 56, reproduced;

D. Biagi Maino, *Gaetano Gandolfi*, Turin 1995, pp. 410, 413, under cat. nos. 251, 263 (as Mauro Gandolfi).

This *bozzetto,* or oil sketch, for an as-yet undiscovered painting was executed *circa* 1785 by Gaetano Gandolfi, the last great painter of the Bolognese Baroque tradition. Together with Gaetano's brother, Ubaldo, and son, Mauro, the prolific Gandolfi were the dominant artistic force in northern Italy in the second half of the eighteenth century.

According to David Ekserdjian, this work was inspired by a now-lost painting by Agostino Carracci (known through several reproductive prints, including fig. 1).[1] And, indeed, the *bozzetto* exemplifies the combination of influences that defined Gaetano's artistic output. A painter, sculptor, draughtsman, and etcher, Gaetano's work is best understood as the culmination of the three-century-long Bolognese figural tradition that traces its origins to Ludovico Carracci. Yet the work's masterful brushwork, loose contours, and multihued palette also point to the influence of Venice, where Gaetano studied in 1760.

The oil sketch illustrates a scene from Ovid's *Metamorphoses* (10.58-59): the moment Orpheus, who has thrown aside his lyre, attempts to pull Eurydice free from the flames of Hades. The vitality of the small composition derives from the figures' arrested movements, evident in the powerful dynamism of Orpheus's nude form, and the freedom of the brushwork, especially apparent in Eurydice's frothy drapery. The snake in the foreground harkens back to Eurydice's death, when she trod on an asp while attempting to flee from an unwelcome suitor. Heartbroken by his loss, Orpheus descends into the underworld and using the power of his musical abilities, convinces Pluto to allow Eurydice to return to the land of the living, on the condition that Orpheus not look back at her until they reach the light of day. While here they look in opposite directions, in Ovid, Orpheus ultimately succumbs, losing Eurydice to the land of the shades for a second time.

Fig. 1 After Agostino Carracci, *Orpheus and Eurydice*, engraving.

The composition exists in two other autograph versions: one known only through a black and white photograph at the Witt Library, London, formerly in the collection of the King of Romania (when it was erroneously attributed to Giovanni Battista Tiepolo), and one, in reverse, at the Musée de Tessé, Le Mans (inv. no. 10.128), of lesser quality than the present painting. The survival of such *bozzetti* speaks to the longstanding appetite on the part of collectors for such oil sketches, which, virtually from their inception, were considered works of art in their own right as well as serving a practical function to aid in preparing larger works.

We are grateful to Professor Daniele Benati for endorsing the attribution on the basis of digital photographs.

[1] Cited in Moatti 1992, unpaginated, under cat. no. 12.

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(c) You acknowledge that our knowledge of each Lot is partially dependent on information provided by the Seller, and we are not able to and do not carry out exhaustive due diligence on each Lot. Information provided to you regarding any Lot, including any estimates, information in the Catalogue, condition reports, or information in respect of the age of hand-coloring in maps, atlases or books, is a matter of opinion only and not a representation of fact. This information is dependent upon, among other things, the condition of the Lot, the degree of research, examination or testing that is possible or practical in the circumstances, and the status of generally accepted expert opinion, research and scientific or technical analysis at the time of cataloguing. Any estimates should not be relied upon as a prediction of the selling price or value of a Lot and may be revised from time to time in our absolute discretion.

(d) If the Lot is an NFT, you acknowledge and agree that our staff are not information technology or data experts, and that by bidding in the auction of the NFT, or otherwise purchasing or acquiring the NFT, you accept that NFTs are subject to inherent technological risks which may affect their performance now or in the future. You further acknowledge and agree that the characterization and regulatory scheme governing NFTs, cryptocurrencies, and blockchain technology is uncertain and undetermined, that your purchase and/or receipt of the NFT complies with applicable laws and regulations in your jurisdiction, and that new regulations or policies may materially adversely affect the sale or resale of the NFT.

(e) If the Lot is an NFT, you acknowledge and agree that the NFT may be subject to resale royalties, including to a Sotheby's Group Company, through application of the smart contract or other technical solution on any subsequent resales of the NFT. On any such resale by you, you may be obligated to collect and remit to the appropriate party resale royalties as applicable, and you are responsible for any network fees and/or gas fees that may apply to such payments as well as any transaction duties imposed by law.

(f) We reserve the right to withdraw any Lot from an auction or to cancel an auction, whether prior to or during the auction, and we will not be liable to you for any claims, causes of action, liabilities, damages, losses, or expenses in connection with such withdrawal or cancellation.

(g) Unless otherwise specified, all auction Lots are offered subject to a Reserve. The Reserve for a Lot cannot exceed the Lot's low estimate. In a timed auction, you acknowledge that we may reduce the Reserve for any Lot at any time during the auction, provided it has been agreed with the Seller prior to any such reduction.

(h) Each Lot offered will be referenced by its Lot number assigned in the Catalogue. Unless we specify otherwise, bids must be on a per-Lot basis.

(i) Experiences will be fulfilled by the relevant entity or entities specified in its description in the Catalogue. We do not plan, host, operate, fulfill, endorse, verify, vouch for, investigate or vet any Experience. For each Experience, any incidental costs and expenses such as fees for travel, food or lodging are the sole responsibility of the Buyer unless otherwise expressly stated in the Experience description.

(j) The Buyer is solely responsible for identifying and obtaining any necessary export, import, firearm, endangered species or other permit for a purchased Lot. Any symbols or notices in the Catalogue reflect our reasonable opinion at the time of cataloguing and are included for informational purposes only. Without prejudice to Condition 3(k), neither we nor the Seller make any representations or warranties as to whether

any Lot is subject to export or import restrictions or any embargoes. The denial of any permit or license will not justify cancellation or rescission of the sale or excuse any delay in payment. We will not deliver a firearm to a Buyer unless the Buyer has first supplied evidence to our satisfaction of compliance with this Condition.

(k) DISCLAIMER OF WARRANTIES:

(i) All Lots are offered for sale "AS IS," without any guarantee, representations or warranties by us or the Seller, except for the express representations and warranties given by the Seller and the Authenticity Guarantee, which we, as principal, provide to the Buyer. We and the Seller disclaim all implied warranties, including but not limited to merchantability and fitness for a particular purpose, except in so far as such obligations cannot be excluded by law. Neither we nor the Seller give you any guarantee, representation or warranty as to the correctness of the Catalogue or other images or descriptions of the condition, completeness, size, quality, rarity, value, importance, medium, frame, provenance, exhibition history, or literary or historical relevance of any Lot, and no statement anywhere, whether oral or written, will be deemed such a warranty, representation or assumption of liability. Except as expressly set forth elsewhere in these Conditions of Business for Buyers, neither we nor the Seller make any representations or warranties as to whether any Lot is subject to copyright or whether the Buyer acquires any copyrights, including but not limited to, any reproduction rights in any Lot.

(ii) In the case of NFTs, in addition to the above and except for the express representations and warranties given by the Seller and the Authenticity Guarantee, which we, as principal, provide to the Buyer, neither we nor the Seller make any representations or warranties as to the following: (1) whether the NFT or any Referenced Content is subject to copyright; (2) the nature, character, contents, condition, behavior, operation, performance, security, integrity, metadata, persistence, quality, technical details or terms of the smart contract, NFT or the Referenced Content, including without limitation any further iterations of the same; (3) that the smart contract, NFT or Referenced Content or the delivery mechanism for the NFT does not contain vulnerabilities, viruses or malware or other harmful components, or that either will function as any bidder or Buyer expects or without error or mistake; (4) the uniqueness of the Referenced Content; (5) that the NFT is reliable, correctly programmed, compatible with your or others' computer systems, up-to-date, error-free, compatible with your digital wallet or meeting your requirements, or that defects in the NFT can or will be corrected; or (6) the accuracy or reliability of any simulation or videos depicting the intended performance of the NFT or the Referenced Content, whether displayed on our websites or on any other platform.

4. BUYER REPRESENTATIONS AND WARRANTIES

(a) You represent and warrant to us and the Seller that at all relevant times:

(i) your bids on any Lot are genuine and are not the product of any collusive or other anti-competitive agreement and are otherwise consistent with any applicable antitrust laws;

(ii) your performance under these Conditions of Business for Buyers has not and will not violate any applicable law, regulation or code in any jurisdiction;

(iii) regarding any Lots containing alcoholic beverages, where required by applicable law, you are properly licensed, permitted or otherwise authorized to purchase, receive, possess and/or cause to transport alcoholic beverages;

(iv) your purchase of a Lot and, if you are acting as an agent on behalf of a principal, the arrangement between you and your principal, will not facilitate tax crimes;

(v) you have no knowledge or reason to suspect that (1) the funds used to purchase a Lot are connected with the proceeds of criminal activity, or (2) you or your principal, if applicable (or, if you are an entity, any person(s) or entity(ies) with a beneficial or ownership interest in you), are under investigation, charged with, or convicted of any substantive or predicate money laundering or economic sanctions crime, terrorist activity, tax evasion or act in violation of any anti-bribery or anti-corruption laws or regulations;

(vi) you (and your principal, if applicable) are not, nor are you (or your principal, if applicable) owned (in whole or in part), controlled, or acting on behalf of, an entity or individual that is: (1) the subject of economic sanctions, embargoes or other trade restrictions in any jurisdiction, including those administered and enforced by the United States, European Union or any of its member states, United Kingdom, United Nations Security Council, or other applicable sanctions authority (collectively, "**Sanctions**"), or (2) located, organized, or resident in a country or territory that is the subject of Sanctions (including Crimea, Cuba, Iran, North Korea, Syria, the Russian Federation and Belarus) (collectively, "**Sanctioned Jurisdictions**");

(vii) you (and your principal, if applicable) are currently in compliance, and for the past five years have complied, with applicable Sanctions, anti-money laundering, anti-terrorism, and anti-bribery or anti-corruption laws;

(viii) the Purchase Price will not be funded directly or indirectly by or from anyone that is the subject of Sanctions or located, organized, or resident in a Sanctioned Jurisdiction;

(ix) no party directly or indirectly involved in the transaction is the subject of Sanctions or is owned (in whole or in part) or controlled by any individual or entity that is the subject of Sanctions or otherwise located, organized, or resident in a Sanctioned Jurisdiction, except as expressly authorized in writing by the government authority having jurisdiction over the purchase and with our prior express written consent;

(x) if you are acting as agent on behalf of a principal, you have taken steps reasonably designed to ensure compliance with Sanctions, anti-money laundering, anti-terrorism, and anti-bribery or anti-corruption laws, including but not limited to, conducting appropriate due diligence on your principal and screening source of funds. You will retain and make available upon request the documentation evidencing such due diligence for at least five years after the purchase, and all commissions payable to you for this consignment have been authorized by your principal;

(xi) your purchase will not cause (or otherwise result in) us, Sellers, or anyone else to violate any Sanctions, anti-money laundering, anti-terrorism, or anti-bribery or anti-corruption laws; and

(xii) you have full legal authority without any further action or other party's consent to enter into and perform under these Conditions of Business for Buyers and to give these representations and warranties; if you are an entity, the individual bidding on your behalf is authorized to do so and the entity is duly incorporated or formed, validly existing and in good standing in the jurisdiction where it is incorporated or formed.

(b) We may, in our sole discretion, rescind the sale of a Lot if we reasonably determine that (i) any of the Buyer's representations or warranties is inaccurate, incomplete or breached; (ii) any of the Seller's representations or warranties is inaccurate, incomplete or breached; or (iii) the sale has subjected or might subject us or the Seller to liability.

5. INDEMNITY

You shall indemnify and hold us, each Sotheby's Group Company, our and their respective officers and employees, and the Seller harmless against any and all claims, causes of action, liabilities, damages, losses, and expenses (including but not limited to reasonable attorneys' fees), arising out of or in connection with any inaccuracy, incompleteness or breach of any of your representations or warranties or breach of your obligations under these Conditions of Business for Buyers to the fullest extent permitted by law.

6. BIDDING

(a) You must create an account and provide the requested information in order to bid. We may require financial references, guarantees, deposits or other security, as we determine necessary or appropriate.

(b) To bid on a Lot containing an NFT, you must have a digital wallet capable of supporting and accepting the NFT.

(c) To bid on any auction Lot designated as a "Premium Lot," you must complete the required Premium Lot pre-registration application. We must receive your application at least 3 business days prior to the commencement of the auction, and our decision whether to accept your application will be final. Online bidding may not be available for Premium Lots.

(d) We advise Bidders to place their bids directly, either in person at the auction (where available) or through our Online Platforms. If you elect to bid or to participate in an auction held through an Online Platform, you are responsible for making yourself aware of all salesroom notices and announcements, which will be available on the Online Platforms.

(e) We also accept written bids and telephone bids, by arrangement with the Bids Department. A written bid, also known as an absentee bid, is where a Bidder submits a maximum bid ahead of a live auction, which will be executed on the Bidder's behalf by the auctioneer at the lowest price possible and never for more than the maximum amount the Bidder indicates. Written bids and telephone bids are offered as a courtesy for no additional charge, at the Bidder's risk and subject to our other commitments at the time of the auction. We will seek to carry out written bids, endeavoring to ensure that the first received of identical written bids has priority. We will not accept liability for failure to place written or telephone bids.

(f) For certain sales, Bidders are permitted to submit via the Online Platform a maximum bid before the start of a live auction (an "**Advance Bid**"). Advance Bids will be executed on your behalf automatically up to your predefined maximum value in response to other bids placed on the Lot, including bids placed by us on behalf of the Seller, up to the amount of the Reserve (if applicable). The current leading bid will be visible to all Bidders; the value and status of your Advance Bid will be visible only to you, unless it is the leading bid. Once the live auction begins, the auctioneer will open bidding at the current leading bid. The system will continue to bid on your behalf up to your predetermined maximum bid, or you may continue to bid via the Online Platforms during the live auction at the next increment.

(g) All bidding will be in the currency of the sale location. As a courtesy to Bidders, a currency board is operated in many salerooms for live auctions for informational purposes only. Online Bidders will not be able to see any such currency conversion board that may be displayed in the auction room.

(h) We reserve the right to refuse or revoke permission to bid before or during a sale for any reason. For live auctions with bidding in person, we may refuse admission to the auction. For timed auctions, we also reserve the right to deactivate your account at any time prior to, during, or after an auction.

(i) For timed auctions, live auctions with Advance Bidding, and online sales, you may cancel a bid after you place it only if (i) the description of or the condition report for the Lot has been materially revised after the bid was placed; or (ii) a notice regarding the Lot has been posted on our website after the bid was placed. Other than in the foregoing limited circumstances, you agree that any bid you place, regardless of the means by which you have done so, is final and you will not be permitted to amend or retract it. For all auctions and sales, should your bid be successful, you irrevocably agree to pay the full Purchase Price and any applicable Buyer's Expenses. We are not responsible for any errors that you make or that are made through your Sotheby's account in placing a bid on a Lot.

7. CONDUCT OF AN AUCTION

(a) An auction is by its nature fast-moving and bidding may progress very quickly. In a live auction, the auctioneer will commence and advance the bidding at levels and in increments the auctioneer considers appropriate (including by reference to any advance bids made). The auctioneer has discretion to vary bid increments in the auction room and on the telephone but Bidders using Online Platforms may not be able to place a bid that is less than a whole bidding increment above the previous bid.

(b) In a timed auction, bidding opens at an amount that is at or below the low estimate for the Lot and escalates in bid increments that we determine. We may vary the amount of the bid increments during a timed auction. Lots will be closed sequentially, either by the online system or, in some cases, by a live auctioneer. If closed by the online system, Lots will close sequentially in one-minute intervals unless a bid is placed within one minute of a Lot's scheduled closing time, in which case we will extend the sale of that Lot by two minutes from the time of the last bid and such extensions may be repeated for a maximum period of two hours. The extension of any Lot's closing time does not affect any other Lot's closing time; therefore, it is possible that Lots will close out of numerical Lot order.

(c) With respect to Parcels, at the auctioneer's discretion, the successful Bidder of the first Lot in a Parcel will have the option, but not the obligation, to purchase in consecutive order one or more of the remaining Lots in the Parcel, each at the same successful bid price as the first Lot. If any Lots in the Parcel are not purchased, the auctioneer will open the bidding on the next unsold Lot in the Parcel, and the successful Bidder of that Lot will have the option, but not the obligation, to purchase in consecutive order one or more, if any, of the remaining Lots in the Parcel, each at the newly-established successful bid price.

(d) The auctioneer (or, in a timed auction, the online system) may open bidding on any Lot by placing a bid on behalf of the Seller below the Reserve. The auctioneer may further bid on behalf of the Seller, up to but not at the Reserve, by placing successive or consecutive bids for a Lot, or by placing bids in response to other Bidders; in a timed auction, such bids will be counted toward the total bid count displayed on the Online Platform.

(e) The auctioneer (or, in a timed auction, the online system) may refuse or reject any bid, including bids that have previously been accepted, withdraw any Lot, or reopen or continue the bidding (including after the fall of the hammer or, in a timed auction, the close of a Lot). If the Reserve for a Lot is not met, the auctioneer may withdraw the Lot from sale, and the auctioneer or online system will announce that the withdrawn Lot has been "passed", "withdrawn", "returned to owner," "unsold," "bought-in" or the equivalent.

(f) In the case of error or dispute with respect to bidding, either during or after the auction, we in our sole discretion may refuse any bid, withdraw a Lot, determine who the Buyer is, continue or re-open the bidding, cancel the sale of a Lot, or re-offer and re-sell a Lot (including after the fall of the hammer or, in a timed auction, the close of a Lot), and take such other action as we reasonably deem appropriate. In the case of any dispute, our sale record will be absolute and final. In the event of any discrepancy between any online records or messages provided to you and our sale record, our sale record will prevail. Where we decide to cancel the sale of a Lot or to re-offer and sell a Lot following an error or dispute with respect to bidding, we will notify the Buyer of such decision as soon as reasonably practicable.

(g) Subject to Condition 7(e), the Buyer will be: in a live auction, the highest Bidder accepted for a Lot at the fall of the hammer; in a timed auction, the highest Bidder accepted for a Lot on the close of the Lot; in the case of a Bidder bidding as agent, such Bidder's principal will be the Buyer. This means that, subject to Condition 7(e), the sale contract between the Buyer and the Seller is concluded on the striking of the auctioneer's hammer in a live auction, or on the close of a Lot in a timed auction, whereupon the Buyer becomes liable to pay the full Purchase Price and any applicable Buyer's Expenses. The sale contract between the Seller and the Buyer of a Lot will be final at the end of the auction session.

(h) Any post-auction sale of Lots will be made pursuant to these Conditions of Business for Buyers.

8. PAYMENT

(a) Generally.

(i) Buyers will be invoiced after the sale. For online Bidders, the purchase information shown in the "My Bids" section of the Sotheby's App and in the "Account Activity" section of "My Account" on our website is provided for your convenience only. In the event of any discrepancy between the online purchase information and the invoice we send you following the sale, the invoice will prevail. We may process payments through third-party service providers, which may post operating rules related to payment on their respective websites and change such rules from time to time. For credit card payments, you authorize us, and our third-party service providers, to immediately charge your selected payment method for all amounts presented to you in the checkout and purchase process.

(ii) For auction Lots, the Buyer's Premium and Overhead Premium will be added to the Hammer Price on a per-Lot basis and are payable by the Buyer as part of the Purchase Price.

(iii) The Buyer also must pay as part of the Purchase Price any applicable sales tax, compensating use tax, VAT, consumption tax, goods or services tax or other indirect taxes, luxury tax, excise tax, and duties or tariffs (collectively, "**Taxes**"), as well as any applicable artist resale right royalty, on the purchase of a Lot where and as required by applicable law. We will collect any applicable Taxes and artist resale right royalty on the purchase of a Lot where and as required by applicable law. The Buyer shall pay the Purchase Price in full without any deduction for taxes of any kind, unless such deduction is required by law. In any such case, the amount due to us from the Buyer will be increased to an amount that after deduction for any such taxes leaves an amount equal to the Purchase Price.

(iv) Payment of the Purchase Price for a Lot and any Buyer's Expenses is due from the Buyer in the currency of the relevant sale (except to the extent permitted in Condition 8(b)) immediately upon conclusion of the auction, notwithstanding any requirements for export, import or other permit. The Buyer's obligation to pay the full Purchase Price and any applicable Buyer's Expenses is absolute and unconditional and is not subject to any defenses, setoffs or counterclaims of any kind whatsoever.

(v) We will not accept payment from a source other than the Buyer. If you are registered to bid as a company, your company will need to pay for any purchases in the name of the company via an accepted payment method. Partial payment for a Lot is not permitted.

(vi) Title in a purchased Lot will not pass to the Buyer until we have received the full Purchase Price in cleared funds. We will release a Lot to the Buyer or Buyer's agent after we have received from the Buyer the full Purchase Price and any applicable Buyer's Expenses in cleared funds and appropriate identification of the Buyer and Buyer's agent (if any), unless we are prevented from doing so by an event beyond our control. Any earlier release does not affect the passing of title or the Buyer's unconditional obligation to pay the full Purchase Price and any applicable Buyer's Expenses.

(b) Payment in cryptocurrency: for Lots eligible for payment in cryptocurrencies, payments made in cryptocurrency shall be subject to the terms in this Condition 8(b) in addition to the terms set forth in Condition 8(a) above.

(i) We will accept payment in cryptocurrency only for Lots designated as eligible for such in the Catalogue or by any oral or written announcement or notice prior to or during the sale, and only in the following cryptocurrencies: Bitcoin (BTC), Ether (ETH) and USD Coin (USDC).

(ii) The amount due will be the cryptocurrency equivalent at the time payment is made of the amount invoiced, and Buyer will be responsible for applicable network fees required to successfully conduct the transaction on the blockchain.

(iii) Any payment in cryptocurrency must be made within ten (10) business days of your receipt of the invoice from us, and payment must be made between the hours of 9:00am and 12:00pm Eastern Time, Monday through Friday (and not on a U.S. public holiday).

(iv) Payment must be made from an account or digital wallet in your name maintained with one of the following platforms: (1) Coinbase Custody Trust; (2) Coinbase, Inc. (including Coinbase, Coinbase Pro and Coinbase Prime accounts); (3) Fidelity Digital Assets Services, LLC; (4) Gemini Trust Company, LLC; or (5) Paxos Trust Company, LLC. Partial payments from multiple digital wallets will not be accepted, and we may require you to provide documentation to confirm that you own the wallet used to make payment.

(v) Payments in cryptocurrency will not be accepted other than in accordance with this Condition 8(b). If you make payment in cryptocurrency other than in accordance with Condition 8(b), including where we determine or reasonably believe, in our sole discretion, that any of your representations and warranties are inaccurate, incomplete or breached, we may, in our sole discretion, return those funds to you, hold you responsible for all third-party fees (including, without limitation, network fees, taxes, transfer fees, etc.), and require you to pay in the fiat currency of the sale. In addition, in the event we make any refund of Taxes to you and you paid such Taxes using cryptocurrency, you understand and agree that we may, at our sole discretion, refund you (1) the same amount(s) of the same cryptocurrency that you paid to us for such Taxes; (2) the amount(s) in fiat currency that we invoiced to you for such Taxes; or (3) the fiat currency equivalent at the time the refund is made of the amount(s) of cryptocurrency that you paid for such Taxes. In no circumstance will you be entitled to receive any appreciation on the value of the cryptocurrency that you provided to us as payment in connection with a refund.

(vi) Once you initiate a cryptocurrency transaction, the transaction cannot be reversed; this is inherent in the nature of cryptocurrencies and not a policy set by us. You are responsible for verifying that you have sent the correct amount to the correct digital wallet address.

(vii) If you make payment in cryptocurrency from a digital wallet or account, you represent and warrant the following: (1) you own the digital wallet and the cryptocurrency used to make payment; (2) the digital wallet or account is not directly or indirectly hosted, operated, or otherwise controlled by anyone that is the subject of Sanctions or located, resident, or organized in a Sanctioned Jurisdiction; (3) the cryptocurrency or any other assets in the digital wallet or account used for the bid or purchase were not sourced from anyone that is the subject of Sanctions or located, resident, or organized in a Sanctioned Jurisdiction; and (4) your payment in cryptocurrency will not cause (or otherwise result in) us, Sellers, or anyone else to violate any Sanctions, anti-money laundering, anti-terrorism, anti-bribery or anti-corruption laws, or any other applicable laws. We may, in our sole discretion, refuse payment in cryptocurrency from any Buyer if we reasonably determine any of the Buyer's representations or warranties are, or would be as a result of such payment, inaccurate, incomplete or breached.

(viii) We shall have no liability for any payment made by you in cryptocurrency that is not received by us for whatever reason.

(ix) You acknowledge the risks inherent to the use of cryptocurrency, including without limitation the risk of faulty or insufficient hardware, software, and internet connections; the risk of introduction or intrusion of malicious code or software; the risk of hacking or unauthorized access to your digital wallet or information stored therein, or of theft or diversion of funds therefrom; volatility and unstable or unfavorable exchange rates; and the risk of unfavorable regulatory intervention and/or tax treatment in relation to transaction in such currency. We will have no liability for any of the foregoing.

9. Consequences of Late- or Non-payment

(a) The Buyer is required to pay the full Purchase Price for a Lot and any applicable Buyer's Expenses in cleared funds within five days of the auction. If the Buyer fails to do so without our prior agreement, the Buyer will be in default. In such case, without prejudice to any rights or remedies the Seller may have, we may in our sole discretion exercise one or more of the following rights or remedies in respect of each Lot for which the Buyer has failed to pay in full, to the fullest extent permitted by law, in addition to any and all other rights or remedies available to us or the Seller by law or in equity:

(i) store the Lot at our premises or, if the Lot is an NFT, in our or the Seller's digital wallet, or elsewhere at the Buyer's sole risk and expense;

(ii) cancel the sale of the Lot;

(iii) set off any amounts owed to the Buyer by a Sotheby's Group Company against any amounts outstanding from the Buyer in respect of the Lot;

(iv) apply any payments made to us by the Buyer as part of the Purchase Price and Buyer's Expenses towards such Lot or any other Lot purchased by the Buyer, or to any shortfall on the resale of any Lot pursuant to paragraph (viii) below, or to any damages suffered by us as a result of breach of contract by the Buyer;

(v) reject future bids from the Buyer or render such bids subject to payment of a deposit;

(vi) charge interest at the annual percentage rate of 6% above the prime rate, but in no event greater than the maximum rate permitted by law, from the date on which payment is due to the date the Purchase Price and relevant Buyer's Expenses are received in cleared funds (both before and after judgement);

(vii) retain or exercise a lien over any of the Buyer's property that is in the possession of a Sotheby's Group Company, in which case we will inform the Buyer, and we may thereafter arrange the sale of such property and apply the proceeds to the amount outstanding;

(viii) resell the Lot at the Buyer's expense either at auction or by private sale, with estimates and reserves set at our discretion, and in the event such resale is for less than the sum of the Purchase Price and applicable Buyer's Expenses for that Lot, the Buyer will remain liable for the shortfall together with all costs incurred in such resale;

(ix) commence legal proceedings to recover the Purchase Price and Buyer's Expenses for that Lot, or to claim damages for the Buyer's breach of contract, together with interest and the costs of such proceedings on a full indemnity basis; and

(x) release the name and address of the Buyer to the Seller to enable the Seller to commence legal proceedings to recover the amounts due and legal costs, and in such case, we will take reasonable steps to notify the Buyer prior to releasing such details to the Seller.

(b) In the event the Buyer fails to pay any or all of the Purchase Price for a Lot and we elect to pay the Seller any portion or all of the sale proceeds, the Buyer acknowledges that we will have all of the rights that the Seller would otherwise have against the Buyer for any such amount, whether at law, in equity, or under these Conditions of Business for Buyers.

(c) A defaulting Buyer will be deemed to have granted and assigned to us and each other Sotheby's Group Company a continuing security interest of first priority in any property or money of or owing to such Buyer in the possession, custody or control of us or any other Sotheby's Group Company, in each case whether at the time of the applicable sale, the default or if acquired at any time thereafter, and we and each other Sotheby's Group Company may retain and apply such property or money as collateral security for the obligations due to us or to any other Sotheby's Group Company. We and each other Sotheby's Group Company will have all of the rights accorded a secured party under the New York Uniform Commercial Code. A defaulting Buyer hereby agrees that we and each other Sotheby's Group Company may file financing statements under the New York Uniform Commercial Code without the Buyer's signature.

10. COLLECTION AND DELIVERY OF PURCHASES

(a) The provisions of this Condition 10(a) apply to all Lots (or portions of Lots) that are not NFTs:

(i) The Buyer is obliged to arrange collection of purchased Lots no later than 30 calendar days after the date of sale, or if applicable, within the time stipulated in the relevant sale information available on our website.

(ii) Except as set out in this Condition 10(a)(ii), all packing and handling are at the Buyer's risk. We will not be liable for any acts or omissions of third-party packers or shippers. For Lots from a Wine & Spirits auction where we arrange for domestic shipping at your request on your behalf, we will charge you a non-refundable fee at a rate of 1% of the Purchase Price for all domestic shipments arranged. Such fee covers property handling and administration and bearing liability for loss or damage to the Property while in our possession. We will only be liable for breakage or loss during transit. All packages must be inspected upon receipt and breakage or loss reported to us immediately upon delivery of the property. We will not refund any shipping charges, packing charges, or fees.

(iii) If you request Sotheby's to assist with shipping purchased Lots to you, we will include a shipping quote outlining the Buyer's shipping costs (the "**Buyer's Shipping Quote**"). For international Buyers, the Buyer's Shipping Quote will be exclusive of any taxes or duties, and it is your responsibility to ascertain and pay all international duties, custom charges, taxes, charges and tariffs owed to the appropriate government entity or that otherwise need to be paid prior to shipment and/or delivery including any third-party charges necessary to facilitate shipment. Once you have accepted the Buyer's Shipping Quote and we have received in full the Purchase Price, applicable Buyer's Expenses and you have paid in full the amount stated in the Buyer's Shipping Quote by the payment deadline, we will arrange shipment of the Lot to you to the address you provided on your account following conclusion of the sale. Purchased Lots cannot be delivered to P.O. boxes, and we are unable to arrange delivery to those locations specified as excluded zones in the shipping costs calculator that is available on the Online Platform. If you request delivery of a Lot to any such destination, we reserve the right to require you to collect the Lot from us or to arrange delivery of the Lot by a third-party carrier.

(iv) If the Buyer pays the Purchase Price and Buyer's Expenses but fails to collect a Lot within 30 calendar days of the conclusion of the auction, we will store the Lot at the Buyer's expense and risk at our premises or with a third party. Regarding uncollected Lots from a Wine & Spirits auction, if a purchased Lot remains uncollected after 90 days, we may send it to our wine warehouse, upon which time applicable state and local sales tax will be charged. The Buyer hereby agrees to the Virtual Cellar Terms of Use, Storage Terms of Use and Auto-Renewal Policy with regard to the storage of such Lot(s), which can be found at https://www.sothebyswine.com/ny/storage.

(v) If a purchased Lot is not collected within six months of the auction, the Buyer authorizes us, having given notice to the Buyer, to arrange a resale of the Lot by auction or private sale, with estimates and reserves at our discretion. Any such sale conducted by a Sotheby's Group Company will be conducted under the standard Conditions of Business for Sellers and the Conditions of Business for Buyers, if any, applicable to the relevant sale. If the Lot sells, we will be entitled to deduct from the sale proceeds our standard seller's commission and any other costs we incur in selling the Lot, and any excess will be remitted to the Buyer.

(b) The provisions of this Condition 10(b) apply to all Lots (or portions of Lots) that are NFTs:

(i) In order to receive an NFT, you must have a digital wallet that is capable of supporting and accepting the NFT, that you own, and to which you have access. You understand and acknowledge that not all digital wallets can support storage of a non-fungible token, and that if your wallet does not support storage of the NFT purchased by you, you may not be able to access that NFT. If you fail to provide us with an address for a digital wallet that is capable of supporting and accepting the NFT within five business days of the conclusion of the sale, we may, in our sole discretion, treat the NFT as transferred to you for purposes of Condition 11(a)(iii), treat the NFT Lot as a Lot for which the Buyer has failed to pay in full for purposes of Condition 9, and hold you responsible for all resulting third-party fees (including, without limitation, custodial fees, insurance, network fees, taxes, transfer fees, etc.).

(ii) We or the Seller will mint or transfer the NFT to the digital wallet that you have specified, after you have met the conditions in Condition 8 and subject to any additional timing or criteria included in the Catalogue or other descriptions of the Lot. We or the Seller will transfer the NFT to the wallet address specified by you and are not responsible for confirming that you have supplied us with the correct or a valid address. We and the Seller are not responsible if the transfer of the NFT to your wallet fails, unless such failure is the result of us sending the NFT to a wallet address other than the one provided by you.

11. RISK AND RESPONSIBILITY FOR LOTS

(a) Risk and responsibility for a purchased Lot will transfer to the Buyer as follows:

(i) for Lots (or portions of Lots) that are not NFTs in live auctions: on the earlier of: (1) collection of the Lot, or (2) the 31st calendar day after the sale, or if applicable, the expiry of the time specified in the special sale information available on our website, except that risk and responsibility for wine or spirits casks will transfer to the Buyer upon the fall of the hammer. For any Lots stored at a third-party location and not available for collection from our premises, your provision to us of instructions authorizing the release to you or your agent shall constitute collection by the Buyer.

(ii) for Lots (or portions of Lots) that are not NFTs in timed auctions: (1) if we dispatch the Lot to the Buyer (using the method of shipping the Buyer specified for the Lot), when the Lot comes into the physical possession of the Buyer or the Buyer's designated agent or (2) if collection by the Buyer is available, when the Buyer or the Buyer's designated agent collects the Lot, except that in either of the foregoing, risk and responsibility for wine or spirits casks will transfer to the Buyer upon the fall of the hammer. If you choose to exercise any right you may have to cancel the contract for the purchase of the Lot (in accordance with the procedure set out at Condition 12 below), you acknowledge that the Lot is at your risk and that you should therefore insure the Lot against loss or damage until it is returned to us.

(iii) For Lots (or portions of Lots) that are NFTs: After transfer of the NFT to the digital wallet specified by you, you are responsible for secure storage of the NFT in the wallet or other storage mechanism you use to receive and/or hold the NFT. You are solely responsible for any risks associated with the transferring, creating, holding, storing, or use of NFTs or a digital wallet, as applicable, including network failures or disruptions; corrupted wallet files; viruses, phishing, bruteforcing, hacking, security breaches, mining attacks, or other means of attack against the NFT; risk of losing access to the NFT due to loss of private key(s); custodial or buyer error; regulatory interference in one or more jurisdictions; token taxation; personal information disclosure; uninsured losses; failure to provide appropriate maintenance (including without limitation hosting); and other unanticipated risks. Neither we nor the Seller will not be responsible for any such risks or losses.

(b) Once risk passes to the Buyer, the Buyer irrevocably releases us and each other Sotheby's Group Company, our and their respective officers and employees, agents, warehouses and the Seller, from any and all claims, causes of action, liabilities, damages, losses, and expenses (including but not limited to reasonable attorneys' fees) for loss of or damage to the Lot.

(c) Before risk and responsibility for a purchased Lot transfers to the Buyer in accordance with this Condition 11, we assume liability for loss or damage to a Lot, subject to the exclusions set out in paragraph (d) below. In the event of loss or damage for which we have assumed liability, we will determine the extent of depreciation to the Lot, if any, caused by the loss or damage and compensate the Buyer in respect of that loss up to the amount of the Purchase Price paid by the Buyer for the Lot.

(d) We will not be liable for any loss or damage (1) caused by any process undertaken by independent contractors engaged with your consent, including but not limited to for restoration, conservation, framing or cleaning; (2) caused to frames or to glass covering prints, paintings or other flat works; or (3) caused by changes in humidity or temperature (as long as we take reasonable care in handling the Lot), normal wear and tear, gradual deterioration or inherent vice or defect (including woodworm), war, any act or acts of terrorism (as defined by our insurers), nuclear fission, radioactive contamination, or chemical, bio-chemical or electromagnetic weapons. If the Lot is an NFT, in addition to the above, we will not be liable for any loss related to damage or corruption to the Referenced Content, failure of the NFT to reference the Referenced Content, or loss of, or other security or persistence issues related to, the Referenced Content.

(e) Upon your receipt of payment from us for any loss or damage to a Lot in accordance with this Condition 11, you, on your own behalf and on behalf of your insurer(s), irrevocably release us and each other Sotheby's Group Company, our and their respective officers and employees, agents, warehouses and the Seller from all liability for loss of or damage to such Lot and irrevocably waive all rights and claims that you might have against us or any other Sotheby's Group Company, our or their respective officers or employees, agents, warehouses or the Seller in connection with the same.

12. CONSUMER CANCELLATION

(a) Timed Auction Cancellation of Purchase

(i) If you are a "**Consumer**" (namely a person acting for purposes that are wholly or mainly outside of your trade, business, craft or profession) who habitually resides in the European Union or United Kingdom and the Seller is a "**Trader**" (namely a Seller acting for purposes relating to their trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf), then you have the right to cancel your online purchase of goods (except for goods that are personalized or made to the Buyer's specifications) (the "**Consumer Cancellation Right**") for any reason during the period of 14 calendar days after you or your designated agent (other than the carrier) acquires physical possession of the Lot or, if the Lot is an NFT, after the date that you have submitted payment but before we or the Seller have initiated the transfer of the NFT to the wallet specified by you (the "**Consumer Cancellation Period**"). Once, however, we or the Seller have initiated the transfer of the NFT to the wallet specified by you, you agree that you will no longer have the right to cancel the sale under the terms of this Condition. To exercise the Consumer Cancellation Right in relation to a Lot, the Consumer must (1) notify us of intention to cancel by a clear statement (e.g. a letter sent by post, fax or email or you may use the model cancellation form provided in Condition 12(c)) prior to the end of the Consumer Cancellation Period, and (2) for Lots that are not NFTs, return the Lot to us in the same condition as when you or your representative received it, by no later than 14 calendar days after providing notice of intent to cancel.

(ii) You shall return the Lot or deliver it to us at such address as we may specify for the purpose, without undue delay and in any event no later than 14 calendar days from the day after which you notify us of your intention to cancel your purchase of the Lot. This deadline is met if you send back the Lot before the period of 14 calendar days has expired. You must bear the direct costs of returning the Lot. If we had arranged for the Lot to be delivered to you, we estimate that the cost of returning the Lot by the same means is likely to be similar to the cost of delivery, but it is not possible for us to be more accurate as to this cost due to the many variables involved in our worldwide business model and the means by which a return might be made.

(iii) If the foregoing conditions for exercising the Consumer Cancellation Right are met, we will reimburse the Buyer for Purchase Price, if paid, plus standard delivery charges, if we are required to do so in accordance with the Consumer Cancellation Right. We will not process the reimbursement unless and until the Lot is returned to us or you have supplied us with evidence of having returned the Lot to us.

(iv) We will make the reimbursement to the Buyer using the same method of payment as the Buyer used for the initial transaction, unless expressly agreed otherwise. We will not charge the Buyer any fee in connection with processing the reimbursement.

(v) We will not reimburse the Buyer for any supplementary costs that arose if you chose a type of delivery other than the least expensive type of standard delivery offered by us or any import duties you incur as a result of you returning the Lot to us. We are entitled to deduct from the reimbursement the amount of any loss in value of the Lot that is caused as a result of unnecessary handling by you.

(vi) If you exercise a Consumer Cancellation Right pursuant to this Condition 12 and you paid any amount(s) due using cryptocurrency, we may, at our sole discretion, refund you (1) the same amount(s) of the same cryptocurrency that you paid to us; (2) the amount(s) in fiat currency that we invoiced to you; or (3) the fiat currency equivalent, based on the exchange rate quoted by a financial entity designated by us, at the time the refund is made of the amount(s) of cryptocurrency that you paid. In no circumstance will you be entitled to receive any appreciation on the value of the cryptocurrency that you provided to us as payment in connection with a refund.

(b) Cancellation of Delivery Services

(i) If you are a Consumer who habitually resides in the European Union or United Kingdom, then you have the right to cancel the contract for any delivery services in connection with your purchase of a Lot (the "**Services Cancellation Right**") for any reason during the period of 14 calendar days after the conclusion of the contract for delivery services (the "**Services Cancellation Period**").

(ii) If you request us to begin performance of the delivery services during the Services Cancellation Period and subsequently decide to exercise your right to cancel the provision of services during the Services Cancellation Period, you shall pay us the cost of the services that have been performed by the time you exercise your cancellation right. We will make any reimbursement due to you not later than 14 days after the date on which we are informed about your decision to cancel the services. We will make the reimbursement to you using the same method of payment as you used for the initial transaction, unless expressly agreed otherwise. We will not charge any fee in connection with processing the reimbursement.

(c) To exercise a Consumer or Services Cancellation Right, you must notify us of your intention to cancel by a clear statement (e.g. a letter sent by post, fax or email) prior to the end of the Consumer or Services Cancellation Period. Alternatively, you may use the following model cancellation form:

To: Sotheby's [insert the name of the company within the Sotheby's Group conducting the relevant sale]

I/We hereby give notice that I/We* cancel [my/our online purchase of the following goods[*]][the provision of the following delivery services [*]],*

Ordered on [*]/received on [*],

Name of Consumer(s):

Address of Consumer(s):

Signature of Consumer(s) [only if the notification is in hard copy]

Date:

[*] Delete as appropriate

13. EXCLUSIONS AND LIMITATIONS OF LIABILITY

(a) Generally

(i) Neither we nor the Seller will be liable for errors or omissions in the glossary of terms, if any, or the Catalogue or other descriptions of the Lot, though if we discover a material error or omission in such materials prior to the auction, we will endeavor to provide a correction, time permitting.

(ii) We reserve the right to withdraw any Lot before the conclusion of the sale and will have no liability to you for such withdrawal. Regarding Experiences, we reserve the right to withdraw any Experience before or after the sale, and we will have no liability to you for such withdrawal.

(iii) We offer the Online Platforms as a convenience to clients. The application that enables participation via the Online Platforms is optimized for broadband connectivity (DSL or cable modem). Broadband or other internet capacity constraints, corporate firewalls and other technical problems beyond our reasonable control may create difficulties for some users including, for example, in relation to accessing an auction via the Online Platforms and in maintaining continuity of such access. Neither we nor the Seller will be liable to you for any failure to execute bids through our Online Platforms, or errors or omissions in connection therewith, including, without limitation, errors or failures caused by (1) any loss of connection between you and our Online Platforms; (2) a breakdown on or problem with our Online Platforms or other technical services; or (3) a breakdown or problem with your internet connection, computer, mobile device or system.

(iv) We are not liable to you for any acts or omissions in connection with the conduct of the auction or for any matter relating to the sale of any Lot, other than as set out in the Authenticity Guarantee, or as may be required by applicable law.

(v) The Seller of any Lot is not liable to you for any acts or omissions in connection with any matter relating to the sale of such Lot, other than a breach of the express representations and warranties given by the Seller.

(vi) Unless we own a Lot offered for sale, we are not responsible for any breach of these Conditions of Business for Buyers by the Seller.

(vii) Neither you nor we nor the Seller will be liable for any special, consequential, indirect, incidental or punitive damages.

(viii) With respect to Experiences, no Sotheby's Group Company, nor our and their respective officers and employees, will be liable for any negligent act or omission of any person or entity providing any goods or services arising out of or in connection with the fulfillment of an Experience or the Buyer's participation in the Experience, or for any claims, causes of action, liabilities, damages, losses, or expenses (including but not limited to reasonable attorneys' fees) arising out of or in connection with the Buyer's interaction with the Seller or any third party in connection with an Experience.

(ix) Without prejudice to Conditions 13(a)(i)-(viii), our and the Seller's aggregate liability to you under these Conditions of Business for Buyers for any claim relating to a Lot will not exceed the amount of the Purchase Price of the Lot actually paid, except in the case of our willful misconduct or fraud, or in the case of death or personal injury caused by our negligent acts or omissions.

(b) In addition to the terms set forth in Condition 13(a) above and without limiting Condition 3(j) above in any way, NFTs shall be subject to the additional terms in this Condition 13(b).

(i) We are only selling the ownership rights to the NFT and in no way are we responsible for any resales or secondary market sales of the NFT or the Referenced Content or any iterations of the same. Any copyright(s) in and to the NFT and Referenced Content, including but not limited to, any reproduction rights in any Referenced Content, remain with the creator(s) thereof, and the purchase of the NFT does not constitute an assignment of any copyright(s) in and to the NFT or Referenced

Content. If you purchase an NFT, then, including without limitation, these Conditions of Business for Buyers, and any Listing Terms, we hereby grant you a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy and display the NFT and the Referenced Content for such purchased NFT solely for the following purposes: (a) for your own personal, non-commercial use; (b) as part of a marketplace that permits the purchase and sale of your NFTs; or (c) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFT. This license only lasts as long as you are the valid owner and holder of the NFT associated with the Referenced Content. If you sell or transfer the NFT to another person, this license will transfer to such other owner or holder of the NFT, and you will no longer have the benefits of such license. All rights not expressly granted herein are reserved.

(ii) You agree that you may not, nor permit any third party to do or attempt to do any of the following without our (or, as applicable, our licensors') express prior written consent in each case: (a) modify the Referenced Content for NFTs in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (b) use the Referenced Content for your NFT to advertise, market, or sell any third party product or service; (c) use the Referenced Content for your NFT for any derogatory or defamatory purpose that creates harmful associations or a risk of harm, damage or liability to any of the Sotheby's Group Companies, e.g., in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (d) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Referenced Content for your NFT; (e) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Referenced Content for your NFT; (f) create, sell or attempt to create or sell fractionalized interests in the Referenced Content or any NFT; or (g) otherwise utilize the Referenced Content for your NFT for your or any third party's commercial benefit.

(iii) If the Referenced Content associated with your NFT contains third party copyrights, trade secrets, trademarks, know-how, patent rights or any other intellectual property rights recognized in any country or jurisdiction in the world (collectively, "**Third Party IP**") (e.g., licensed intellectual property from any rights holder, such as music performance rights or publicity rights), you understand and agree as follows: (a) you will not have the right to use such Third Party IP in any way except as incorporated in the Referenced Content for your NFT, and subject to the license and restrictions contained herein; (b) depending on the nature of the license granted from the owner of the Third Party IP, we may need to (and reserve every right to) pass through additional restrictions on your ability to use the Referenced Content; (c) to the extent that we inform you of such additional restrictions, you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of the license contained herein; (d) such third party owns and retains all right, title and interest in and to such Third Party IP except as expressly licensed hereunder; and (e) the licensor of such Third Party IP shall be a third-party beneficiary of (but not a party to), and entitled to enforce, these Conditions of Business for Buyers against you with respect to such Third Party IP.

(iv) Transfer of ownership to an NFT will not guarantee that you will continue to have access to the Referenced Content to which it relates and you further acknowledge and agree to the risks associated with purchasing, using, transferring, and owning NFTs, as applicable, including, but not limited to, telecommunications, network, server, or blockchain failures, malfunctions, or disruptions; risk of losing access to the NFT due to lost or forgotten private key(s) or password(s) or corrupted wallet files; mis-typed addresses or incorrectly constructed transactions; viruses, phishing, bruteforcing, hacking, security breaches, mining attacks, or other means of cyber-security attack; custodial or buyer error; regulatory interference in one or more jurisdictions; token taxation; personal information disclosure; uninsured losses; and other unanticipated risks.

(v) Neither you nor we nor the Seller will be liable for any special, consequential, indirect, incidental or punitive damages, including, as applicable, damages relating to any of the risks or disclaimed attributes set forth in Condition 13(b)(iii). In addition to the above, we will not be liable for any loss whatsoever related to damage or corruption to the Referenced Content, failure of the NFT to reference the Referenced Content, or loss of, or other security or persistence issues related to, the Referenced Content.

(vi) You have sufficient understanding of NFTs, digital wallets and other storage mechanisms, cryptocurrencies, blockchain technology, and the use, characteristics, functionality, programming, and/or other material characteristics of all of the foregoing, to fully understand and agree to these Conditions of Business for Buyers and the disclaimers and risks outlined herein, or have consulted with professional advisors in relation to the foregoing such that any participation by you in the auction of any NFT constitutes an informed acceptance of such disclaimers and risks.

14. DATA PROTECTION

(a) We will hold and process your personal information and may share it with another Sotheby's Group Company for use as described in, and in line with, our Privacy Policy published on our website https://www.sothebys.com/privacy-policy or available on request by email to enquiries@sothebys.com.

(b) We may film auctions or other activities on any Sotheby's Group Company's premises and such recordings may be transmitted over the internet via our website or other Online Platforms or social media. Online and telephone bids may be recorded and you agree to such recording.

15. AUTHENTICITY GUARANTEE

(a) We, as principal, provide an Authenticity Guarantee to the Buyer, subject to the following terms and conditions, that the information regarding authorship, period or origin set out in the Guarantee Line (as defined) is correct. The "**Guarantee Line**" for each Lot is set out on the respective Lot page in the online Catalogue on our website and, where applicable, in the Guarantee Line Schedule in the hardcopy Catalogue (if any). Notwithstanding anything to the contrary in this Condition 15, with respect to NFTs, unless otherwise set forth on the respective Lot page on our website, the Guarantee Line is regarding the authorship of the Referenced Content, if any. The Guarantee Line may be amended by a salesroom or website posting or announcement. Buyers should refer to the glossary of terms, if any, for an explanation of terminology used in the Guarantee Line.

(b) The Authenticity Guarantee is provided for a period of five years after the date of the auction (the "**Guarantee Period**"), except as otherwise provided below.

(c) The Authenticity Guarantee is provided solely for the benefit of the Buyer and cannot be transferred to any third party.

(d) To claim under the Authenticity Guarantee, the Buyer must:

(i) notify us in writing within three months of receiving any information that causes the Buyer to question the correctness of the Guarantee Line and in any event by no later than the expiry of the Guarantee Period, specifying the Lot number and the date of the sale in which it was purchased, and providing all the information in the Buyer's possession in support of the Buyer's claim; and

(ii) return the Lot to us or, at our direction, to the Seller or another third party, in the same condition as at the date of sale to the Buyer and be able to transfer good title in the Lot, free from any third-party interest or claim(s) arising after the date of the sale.

In addition, we may also require the Buyer to obtain at the Buyer's cost the reports of two independent and recognized experts in the field, mutually acceptable to us and the Buyer. We will not be bound by any such reports and we reserve the right to seek additional expert advice at our expense.

(e) We reserve, in our absolute discretion as principal, the right to reject a claim under the Authenticity Guarantee if:

(i) the Guarantee Line was in accordance with the opinions of scholars and experts, which are generally accepted and known or privately expressed to us, as at the date of the sale, or the Lot description indicated that there was a conflict of such opinions;

(ii) the only method of establishing that the Guarantee Line was incorrect at the date of the sale would have been by means or processes not then generally available or accepted, unreasonably expensive or impractical to use, or likely to have caused damage or loss of value to the Lot;

(iii) the manner in which the Guarantee Line is said to be incorrect is due only to damage, restoration, modification work of any kind (including repainting or over-painting) present at the time of the sale, or the inability of the manufacturer, maker or relevant archives to confirm the correctness of the Guarantee Line; or

(iv) the manner in which the Guarantee Line is incorrect does not result in a material loss in value of the Lot.

(f) Subject to the above, if we reasonably determine that the Guarantee Line in respect of a Lot is not correct, we will ensure that the sale is rescinded, and that the Buyer is refunded the Purchase Price in the currency of the sale.

(g) The Buyer acknowledges and agrees that rescission of the sale and the refund of the Purchase Price is the Buyer's sole remedy available under the Authenticity Guarantee and is in lieu of any other remedy that might otherwise be available to the Buyer as a matter of law or in equity.

(h) Additional provisions specific to Lots in Jewelry, Wine & Spirits, Tea and Books & Manuscripts auctions:

(i) With respect to Lots containing any gemstone, jade or pearls, the Authenticity Guarantee is that the gemstone or pearls are genuine or of natural origin, and the Guarantee Period for any claim that the gemstone or pearls are not genuine or of natural origin is 21 days from the date of the sale.

(ii) With respect to Lots sold in a Wine & Spirits or Tea auction, the Authenticity Guarantee is that the producer and vintage (and for Tea, type) is as stated in the Guarantee Line, and the Guarantee Period is 21 days from the date of the auction.

(iii) With respect to Lots sold in a Books & Manuscripts auction, the Authenticity Guarantee also includes a guarantee to the Buyer for a Guarantee Period of 21 days from the date of the auction that, subject to Conditions 15(c)-(g), the Lot's text and/or illustrations are not materially defective. Subject to the following exceptions, if we reasonably determine that the text or illustrations in a Lot are materially defective, we will ensure that the sale is rescinded, and that the Buyer is refunded the Purchase Price in the currency of the sale. We reserve the right to reject a claim under this Condition 15(h) if:

(1) the Lot comprises an atlas, an extra-illustrated book, a volume with fore-edged paintings, a periodical publication or a print or drawing;

(2) in the case of a manuscript, the Lot was not described in the Catalogue as complete;

(3) the defect complained of was mentioned in the Lot description or the item complained of was sold un-named in a Lot;

(4) the defect complained of is not a defect in text or illustration, such as without limitation, damage to bindings, stains, foxing, marginal wormholes, lack of blank leaves or half titles or other conditions not affecting the completeness of the text or illustration, lack of list of plates, inserted advertisements, cancels or any subsequently published volume, supplement, appendix or plates or error in the enumeration of the plates, or is based on the age of hand-coloring in maps, atlases or books; or

(5) the manner in which the text or illustrations are defective does not result in a material loss in value of the Lot.

(i) For the avoidance of any doubt, the Authenticity Guarantee does not limit any rights or remedies that may be available to the Buyer under the applicable law and that cannot by law be excluded or limited by these Conditions of Business for Buyers.

16. MISCELLANEOUS

(a) You shall provide to us, upon our request, verification of identity and any additional information required to comply with our Know Your Client requirements, applicable law or to evidence your authority to enter into these Conditions of Business for Buyers. If you are an agent acting on behalf of a principal, you shall also disclose to us the identity of the principal and provide to us, upon our request, verification of identity and any additional information required to comply with our Know Your Client requirements, applicable law with respect to you and the principal or to evidence your authority to bid on behalf of and to bind the principal. We reserve the right to seek identification of the source of funds received. If we have not completed our enquiries in respect of Know Your Client, Sanctions, anti-money laundering, anti-terrorist financing or other checks as we consider appropriate concerning you (or your principal, if applicable) to our satisfaction or if we are not satisfied in our sole discretion with the results of such enquiries, we may, in our sole discretion, prohibit you or the principal from bidding, or not complete, cancel or rescind the sale of any Lot, including refusing or returning any payment, as appropriate, and take any further action required or permitted under applicable law without any liability to you.

(b) You are personally liable for your bid. If you are an agent acting on behalf of a principal, you and your principal are bound by the terms of these Conditions of Business for Buyers and jointly and severally assume your obligations and liabilities under them.

(c) We own the exclusive copyright to all images and written material we produce relating to each Lot. You cannot use them without our prior written permission. We may use them as we deem appropriate, to the extent permitted by law, before, during or after the sale of a Lot.

(d) The Conditions of Business for Buyers, including the Authenticity Guarantee, and the express representations and warranties and indemnity given by the Seller together are the entire agreement between us, the Seller and you with respect to the subject matter hereof and supersedes all prior or contemporaneous written, oral or implied understandings, representations or agreements relating to the subject matter of this agreement. If any part of this agreement is deemed invalid or unenforceable, such invalidity or unenforceability will not affect the remaining provisions, which will remain in full force and effect. No act, omission or delay by us shall be deemed a waiver or release of any of our rights.

(e) These Conditions of Business for Buyers are binding upon, and inures to the benefit of, you, your estate, heirs, executors, devisees, representatives, administrators, successors and permitted assigns.

(f) You may not assign or delegate your rights or obligations under these Conditions of Business without our prior written consent.

(g) Notices to us should be in writing and addressed to the department in charge of the sale, quoting the reference number specified for the auction.

17. LAW AND JURISDICTION

This agreement will be governed by and construed in accordance with the laws of the State of New York. In the event of a dispute arising from or relating to this agreement, you agree to submit to the exclusive jurisdiction of the state courts of and the federal courts sitting in the State and County of New York, though we will retain the right to bring proceedings in a court other than the state and federal courts sitting in the State and County of New York.

Last Modified August 30, 2022

BUYING AT AUCTION

The following will help in understanding the auction buying process as well as some of the terms and symbols commonly used in an auction catalogue. All bidders should read the Conditions of Business for Buyers, as well as the Glossary or any other notices. By bidding at auction, bidders are bound by the Conditions of Business for Buyers, as amended by any oral announcement or posted notices.

1. SYMBOL KEY

□ Reserves

Unless indicated by a box (□), all lots in this catalogue are offered subject to a reserve. A reserve is the confidential minimum hammer price at which a lot will be sold. The reserve is generally set at a percentage of the low estimate and will not exceed the low estimate of the lot. If any lots in the catalogue are offered without reserve, such lots will be designated by a box (□). If every lot in a catalogue is offered without a reserve, the Conditions of Business for Buyers will so state and this symbol will not be used for each lot.

○ Guaranteed Property

The seller of lots with this symbol has been guaranteed a minimum price from one auction or a series of auctions. This guarantee may be provided by Sotheby's or jointly by Sotheby's and a third party. Sotheby's and any third parties providing a guarantee jointly with Sotheby's benefit financially if a guaranteed lot is sold successfully and may incur a loss if the sale is not successful. A third party providing a guarantee jointly with Sotheby's may provide an irrevocable bid, or otherwise bid, on the guaranteed property. If this auction has a printed catalogue, a PDF catalogue or both and the guaranteed property symbol for a lot is not included in such catalogue or if there is no printed catalogue or PDF catalogue and the guaranteed property symbol for a lot is not included at the time the digital catalogue is initially available for viewing, then Sotheby's will notify bidders that there is a guarantee on the lot by one or more of the following means: the lot's specific webpage will be updated to include the guaranteed property symbol, a notice will be added to the Sotheby's webpage for the auction, or a pre-sale or pre-lot announcement will be made indicating that there is a guarantee on the lot.

▵ Property in which Sotheby's has an Ownership Interest

Lots with this symbol indicate that Sotheby's owns the lot in whole or in part or has an economic interest in the lot equivalent to an ownership interest.

⋗ Irrevocable Bids

Lots with this symbol indicate that a party has provided Sotheby's with an irrevocable bid on the lot that will be executed during the sale at a value that ensures that the lot will sell. The irrevocable bidder, who may bid in excess of the irrevocable bid, may be compensated for providing the irrevocable bid by receiving a contingent fee, a fixed fee or both. From time to time, a Sotheby's shareholder may be an irrevocable bidder. If the irrevocable bidder is the successful bidder, any contingent fee, fixed fee or both (as applicable) for providing the irrevocable bid may be netted against the irrevocable bidder's obligation to pay the full purchase price for the lot and the purchase price reported for the lot shall be net of any such fees. From time to time, Sotheby's may enter into irrevocable bid agreements that cover multiple lots. In such instances, the compensation Sotheby's will pay the irrevocable bidder is allocated to the lots for which the irrevocable bidder is not the successful purchaser. Under such circumstances, the total compensation to the irrevocable bidder will not exceed the total buyer's premium and other amounts paid to Sotheby's in respect of any lots for which the irrevocable bidder is not the successful bidder. If this auction has a printed catalogue, a PDF catalogue or both and the irrevocable bid is not secured until after such catalogue is finalized or if there is no printed catalogue or PDF catalogue and the irrevocable bid is not secured until after the digital catalogue is initially available for viewing, then Sotheby's will notify bidders that there is an irrevocable bid on the lot by one or more of the following means: the lot's specific webpage will be updated to include the irrevocable bid symbol, a notice will be added to the Sotheby's webpage for the auction, or a pre-sale or pre-lot announcement will be made indicating that there is an irrevocable bid on the lot. From time to time, Sotheby's or any affiliated company may provide the irrevocable bidder with financing related to the irrevocable bid. In addition, from time to time, an irrevocable bidder may have knowledge of the amount of a guarantee. If the irrevocable bidder is advising anyone with respect to the lot, Sotheby's requires the irrevocable bidder to disclose his or her financial interest in the lot. If an agent is advising you or bidding on your behalf with respect to a lot identified as being subject to an irrevocable bid, you should request that the agent disclose whether or not he or she has a financial interest in the lot.

⊻ Interested Parties

Lots with this symbol indicate that parties with a direct or indirect interest in the lot may be bidding on the lot, including (i) the beneficiary of an estate selling the lot, or (ii) the joint owner of a lot. If the interested party is the successful bidder, they will be required to pay the full buyer's premium and overhead premium. In certain instances, interested parties may have knowledge of the reserve. If this auction has a printed catalogue, a PDF catalogue or both and the interested party's possible participation in the sale Is not known until after such catalogue is finalized or if there is no printed catalogue or PDF catalogue and the interested party's possible participation in the sale Is not known until after the digital catalogue is initially available for viewing, then Sotheby's will notify bidders that an interested party may bid on the lot by one or more of the following means: the lot's specific webpage will be updated to include the interested parties symbol, a notice will be added to the Sotheby's webpage for the auction, or a pre-sale or pre-lot announcement will be made indicating that an interested party may bid on the lot.

❋ Restricted Materials

Lots with this symbol have been identified at the time of cataloguing as containing organic material which may be subject to restrictions regarding import or export. The information is made available for the convenience of bidders and the absence of the symbol is not a warranty that there are no restrictions regarding import or export of the Lot. Please also refer to the section on Endangered Species in the information on Buying at Auction.

∏ Monumental

Lots with this symbol may, in our opinion, require special handling or shipping services due to size or other physical considerations. Bidders are advised to inspect the lot and to contact Sotheby's prior to the sale to discuss any specific shipping requirements.

✧ Premium Lot

In order to bid on "Premium Lots" (in print catalogue or ✧ in the lot's specific webpage) you may be required to complete a Premium Lot pre-registration application. You must arrange for Sotheby's to receive your pre-registration application at least three working days before the sale. Please bear in mind that we are unable to obtain financial references over weekends or public holidays. Sotheby's decision whether to accept any pre-registration application shall be final. If all lots in the catalogue are "Premium Lots", a Special Notice will be included to this effect and this symbol will not be used.

⊖ US Import Tariff

Please note that this lot is subject to an import tariff. The amount of the import tariff due is a percentage of the value declared upon entry into the United States. The amount of the import tariff is not based on the final hammer price. The buyer should contact Sotheby's prior

to the sale to determine the amount of the import tariff. If the buyer instructs Sotheby's to arrange shipping of the lot to a foreign address, the buyer will not be required to pay the import tariff. If the buyer instructs Sotheby's to arrange shipping of the lot to a domestic address, or if the buyer collects the property in person, or if the buyer arranges their own shipping (whether domestically or internationally), the buyer will be required to pay the import tariff. The import tariff is included in the purchase price and, where applicable, sales tax will be added to the purchase price as per our Sales and Use Tax section.

ʊʊ Cryptocurrency Payments

We will accept cryptocurrency as payment for lots with this symbol, within the parameters specified in the Conditions of Business for Buyers (or where applicable, in the Conditions of Sale and Additional Conditions of Sale for Payment by Cryptocurrency) applicable to the sale and only on the terms and conditions set out therein as of the date of the sale. Please review those terms and conditions if you are interested in paying in cryptocurrency, and contact Post Sale Services for more information.

2. BEFORE THE AUCTION

Bidding in advance of the live auction For certain sales, you may bid in advance of the live auction ("Advance Bids") on sothebys.com or the Sotheby's App. In order to do so, you must register an account with Sotheby's and provide requested information. Once you have done so, navigate to your desired lot, and click the "Place Bid" button. You may bid at or above the starting bid displayed on the Online Platforms. Please note that we reserve the right to amend the starting bid prior to the start of the live auction. You may also input your maximum bid which, upon confirmation, will be executed automatically up to this predefined maximum value, in response to other bids, including bids placed by Sotheby's on behalf of the seller up to the amount of the reserve (if applicable). The current leading bid will be visible to all bidders; the value and status of your maximum bid will be visible only to you. If the status of your bid changes, you will receive notifications via email and push (if you have enabled push notifications) leading up to the live auction. You may raise your maximum bid at any time in advance of the live auction. Please note in certain circumstances, clients who have been outbid may be reinstated as the leading bidder and will receive notification via email or push notifications (if enabled on your device).

The Catalogue The catalogue will help familiarize you with property being offered at the designated auction. Prospective bidders should consult sothebys.com for the most up to date cataloguing of the property in this catalogue.

Estimates Each lot in the catalogue is given a low and high estimate, indicating to a prospective buyer a range in which the lot might sell at auction. When possible, the estimate is based on previous auction records of comparable pieces. The estimates are determined several months before a sale and are therefore subject to change upon further research of the property, or to reflect market conditions or currency fluctuations. Estimates should not be relied upon as a representation or prediction of actual selling prices.

Provenance In certain circumstances, Sotheby's may include in the catalogue the history of ownership of a work of art if such information contributes to scholarship or is otherwise well known and assists in distinguishing the work of art. However, the identity of the seller or previous owners may not be disclosed for a variety of reasons. For example, such information may be excluded to accommodate a seller's request for confidentiality or because the identity of prior owners is unknown given the age of the work of art.

Specialist Advice Prospective bidders may be interested in specific information not included in the catalogue description of a lot. For additional information, please contact either a Sotheby's specialist in charge of the sale, or Sotheby's Client Services Department. You may also request a condition report from the specialist in charge.

Viewing Property will be available for viewing at an exhibition of the auction property or by appointment only at our New York premises or such other location as we may indicate from time to time as indicated on the webpage for the sale.

Salesroom Notices Salesroom notices amend the catalogue description after our catalogue is available. They are announced by the auctioneer and/or posted on the sale page. Please take note of them.

Registration Sotheby's may require such necessary financial references, guarantees, deposits and/or such other security, in its absolute discretion, as security for your bid.
If you are not successful on any lot, Sotheby's will arrange for a refund (subject to any right of set off) of the deposit amount paid by you without interest within 14 working days of the date of the sale. Any exchange losses or fees associated with the refund shall be borne by you. Registration to bid on Premium Lots must be done at least 3 business days prior to the sale.

3. DURING THE AUCTION

The Auction Auctions are open to the public (subject to any governmental health or safety restrictions) without any admission fee or obligation to bid. The auctioneer introduces the objects for sale — known as "lots" — in numerical order as listed in the catalogue. Unless otherwise noted in the catalogue, on the sale page or by an announcement at the auction, Sotheby's acts as agent on behalf of the seller and does not permit the seller to bid on his or her own property. It is important for all bidders to know that the auctioneer may open the bidding on any lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller, up to the amount of the reserve, by placing responsive or consecutive bids for a lot. The auctioneer will not place consecutive bids on behalf of the seller above the reserve.

Absentee Bidding for Live Auctions If you do not wish to bid online during a live auction, you may place your bid ahead of time, either via sothebys.com or the App, or by submitting your bid in writing to the Bids Department. Once the live auction opens, when the lot that you are interested in comes up for sale, the auctioneer will execute the bid on your behalf, making every effort to purchase the item for as little as possible and never exceeding your limit. This service is free and confidential.

Advance Bidding for Live Auctions For certain live sales, where Advance Bids are accepted, if you submit an "Advance Bid" (as described above in "BEFORE THE AUCTION"), and your bid is not executed up to its maximum value before the live auction begins, your bid will continue to be executed automatically on your behalf during the live auction up to your predetermined maximum bid. You may also continue to bid via the Online Platforms at the next increment above your maximum bid. Online bidding may not be available for Premium Lots.

In Person Bidding for Live Auctions For the most up-to-date information regarding in person bidding, please call Sotheby's or visit Sothebys.com. Bidders are encouraged to submit bids online on Sothebys.com or through the Sotheby's App.

Telephone Bidding for Live Auctions In some circumstances, we offer the ability to place bids by telephone live to a Sotheby's representative on the auction floor. Please contact the Bid Department prior to the sale to make arrangements or to answer any questions you may have. Telephone bids are accepted only at Sotheby's discretion and at the caller's risk. Calls may also be recorded at Sotheby's discretion. By bidding on the telephone, prospective buyers consent thereto.

Online Bidding Bidders are encouraged to submit bids online on Sothebys.com or through the Sotheby's App. For information about registering to bid on sothebys.com or through the Sotheby's App, please see sothebys.com. Online bidding may not be available for Premium Lots.

Employee Bidding Sotheby's employees may bid in a Sotheby's auction only if the employee does not know the reserve and if the employee fully complies with Sotheby's internal rules governing employee bidding.

Economic Sanctions The United States, the United Kingdom and the European Union maintain economic and trade sanctions against targeted foreign countries, groups and organizations. There may be restrictions on the import into the United States, the United Kingdom and the European Union of certain items originating in sanctioned countries. The purchaser's inability to import any item into these countries or any other country as a result of these or other restrictions shall not justify cancellation or rescission of the sale or any delay in payment. Please check with the specialist department if you are uncertain as to whether a lot is subject to these import restrictions, or any other restrictions on importation or exportation.

Hammer Price and the Buyer's Premium and the Overhead Premium For lots which are sold, the last price for a lot as announced by the auctioneer is the hammer price. A buyer's premium and an overhead premium will be added to the hammer price and are payable by the purchaser as part of the total purchase price. The applicable buyer's premium and overhead premium rates are as set forth in the Conditions of Business for Buyers.

Currency Board As a courtesy to bidders, a currency board is operated in many salesrooms. It displays the lot number and current bid in both U.S. dollars and foreign currencies. Exchange rates are approximations based on recent exchange rate information and should not be relied upon as a precise invoice amount. Sotheby's assumes no responsibility for any error or omission in foreign or United States currency amounts shown.

Results Sale results are available on sothebys.com and on the Sotheby's App.

International Auctions If you need assistance placing bids, obtaining condition reports or receiving auction results for a Sotheby's sale outside the United States, please contact our International Client Services Department.

4. AFTER THE AUCTION

Payment If your bid is successful, your invoice will be mailed to you. The final price is determined by adding the buyer's premium, overhead premium and any other applicable charges to the hammer price on a per-lot basis. Sales tax, where applicable, will be charged on the entire amount. Payment is due in full immediately after the sale. However, under certain circumstances, Sotheby's may, in its sole discretion, offer bidders an extended payment plan. Such a payment plan may provide an economic benefit to the bidder. Credit terms should be requested at least one business day before the sale. However, there is no assurance that an extended payment plan will be offered. Please contact Post Sale Services or the specialist in charge of the sale for information on credit arrangements for a particular lot. Please note that Sotheby's will not accept payments for purchased lots from any party other than the purchaser, unless otherwise agreed between the purchaser and Sotheby's prior to the sale.

Payment by Cash It is against Sotheby's general policy to accept payments in the form of cash or cash equivalents.

Payment by Credit Cards Sotheby's accepts payment by credit card for Visa, MasterCard, and American Express only. Credit card payments may not exceed $50,000 per sale. Payment by credit card may be made (a) online at https://www.sothebys.com/en/invoice-payment.html, (b) through the Sotheby's App, (c) by calling in to Post Sale Services at +1 212 606 7444, or (d) in person at Sotheby's premises at the address noted in the catalogue (subject to any governmental health or safety restrictions). Please contact Post Sale Services for more information regarding paying in person.

Payment by Check Please contact Post Sale Services for information regarding payment by check.

Payment by Wire Transfer To pay for a purchase by wire transfer, please refer to the payment instructions on the invoice provided by Sotheby's or contact Post Sale Services to request instructions.

Sales and Use Tax New York sales tax is charged on the hammer price, buyer's premium, overhead premium and any other applicable charges on any property picked up or delivered in New York State, regardless of the state or country in which the purchaser resides or does business. Purchasers who wish to use their own shipper who is not a considered a "common carrier" by the New York Department of Taxation and Finance will be charged New York sales tax on the entire charge regardless of the destination of the property. Please refer to "Information on Sales and Use Tax Related to Purchases at Auction".

Collection and Delivery

Post Sale Services

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All collections and deliveries for purchased property will be handled by Post Sale Services in coordination with purchasers after the auction. Unless otherwise agreed by Sotheby's, all property must be removed from our or our vendor's premises (as indicated on the invoice) by the purchaser at his expense not later than 30 calendar days following the close of the auction. As a reminder your property cannot be released until payment has been received and cleared.

Shipping Services Sotheby's offers a comprehensive shipping service to meet all of your requirements. If you received a shipping quotation or have any questions about the services we offer please contact us.

Collecting your Property All collections and deliveries for purchased property will be handled by Post Sale Services in coordination with purchasers after the auction. Unless otherwise agreed by Sotheby's, all property must be removed from our or our vendor's premises (as indicated on the invoice) by the purchaser at his expense not later than 30 calendar days following the close of the auction. As a courtesy to purchasers who come to Sotheby's to collect property, Sotheby's will assist in the packing of lots, although Sotheby's may, in the case of fragile articles, choose not to pack or otherwise handle a purchase.

If you are using your own shipper to collect property from Sotheby's, please provide a letter of authorization and kindly instruct your shipper that they must provide a Bill of Lading prior to collection. Both documents must be sent to Post Sale Services prior to collection.

The Bill of Lading must include: the purchaser's full name, the full delivery address including the street name and number, city and state or city and country, the sale and lot number.

Sotheby's will contact your shipper within 24 hours of receipt of the Bill of Lading to confirm the date and time that your property can be collected. Property will not be released without this confirmation and your shipper must bring the same Bill of Lading that was faxed to Sotheby's when collecting. All property releases are subject to the receipt of cleared funds.

Endangered Species Certain property sold at auction, for example, items made of or incorporating plant or animal materials such as coral, crocodile, ivory, whalebone, tortoiseshell, rhinoceros horn, rosewood, etc., irrespective of age or value, may require a license or certificate prior to exportation and additional licenses or certificates upon importation to another country. Sotheby's suggests that buyers check on their government wildlife import requirements prior to placing a bid. Please note that the ability to obtain an export license or certificate does not ensure the ability to obtain an import license or certificate in another country, and vice versa. It is the purchaser's responsibility to obtain any export or import licenses and/or certificates as well as any other required documentation. In the case of denial of any export or import license or of delay in the obtaining of such licenses, the purchaser is still responsible for making on-time payment of the total purchase price for the lot.

Although licenses can be obtained to export some types of endangered species, other types may not be exported at all, and other types may not be resold in the United States. Upon request, Sotheby's is willing to assist the purchaser in attempting to obtain the appropriate licenses and/or certificates. However, there is no assurance that an export license or certificate can be obtained. Please check with the specialist department or the Shipping Department if you are uncertain as to whether a lot is subject to these export/import license and certificate requirements, or any other restrictions on exportation.

The Art Loss Register As part of Sotheby's efforts to support only the legitimate art market and to combat the illegitimate market in stolen property, Sotheby's has retained the Art Loss Register to check all uniquely identifiable items offered for sale in this catalogue that are estimated at more than the equivalent of US$1,500 against the Art Loss Register's computerized database of objects reported as stolen or lost. The Art Loss Register is pleased to provide purchasers with a certificate confirming that a search has been made. All inquiries regarding search certificates should be directed to The Art Loss Register, First Floor, 63-66 Hatten Garden, London EC1N 8LE or by email at artloss@artloss.com. The Art Loss Register does not guarantee the provenance or title of any catalogued item against which they search and will not be liable for any direct or consequential losses of any nature howsoever arising. This statement and the ALR's service do not affect your rights and obligations under the Conditions of Business for Buyers applicable to the sale.

IMPORTANT NOTICES

Property Collection All collections and deliveries for purchased property will be handled by Post Sale Services in coordination with purchasers after the auction. Invoices will be issued to the successful party, which will include total purchase price, payment options, and next steps on delivery. During this time, payment for property is still due as per the Conditions of Business for Buyers. Post Sale Services will be in touch for future collection scheduling or shipping arrangements.

Property Payment All property must be paid in full before collection or release from any of our or our vendor's premises. Payment must be made through Sotheby's New York Post Sale Services by way of our acceptable forms of payment methods mentioned on your invoice. To arrange for payment, please contact Post Sale Services at +1 212 606 7444 or USPostSaleServices@sothebys.com. Payment will not be accepted at any offsite facility. Dealers and resale clients should fill out the appropriate forms where applicable or contact Post Sale Services with any questions.

Loss and Liability Unless otherwise agreed by Sotheby's, all sold property must be removed from any of our premises or our vendor's premises by the buyer at their expense no later than 30 calendar days following the auction. Buyers are reminded that Sotheby's liability for loss or damage to sold property shall cease no later than 30 calendar days after the date of the auction.

Collection & Shipping All collections and deliveries for purchased property will be handled by Post Sale Services in coordination with purchasers after the auction.

For any in-person collections at any of our vendor's premises, please alert Post Sale Services of your proposed collection date, ensure that all outstanding invoices have been paid for, and that you or your agent have the appropriate photo identification upon arrival.

If you are using your own shipper to collect property, please provide a letter of authorization and instruct your shipper to email their bill of lading to billsoflading@sothebys.com and ensure the correct collection location is specified.

Sotheby's can arrange for delivery of your property through one of our contracted vendors or can coordinate pick up at our offsite location with you or your shipper directly. Please contact Post Sale Services at +1 212 606 7444 or USPostSaleServices @sothebys.com to start your collection process.

Important Notice Regarding Packing

As a courtesy to purchasers who come to Sotheby's to pick up property, Sotheby's will assist in packing framed paintings. Sotheby's is unable to remove canvases off stretchers or to roll works on paper. Purchasers are advised to contact an independent painting restorer to pack works in this manner.

GLOSSARY OF TERMS

The following are examples of the terminology used in this catalogue. Please note that all statements made in this catalogue are made subject to the provisions of the Conditions of Sale and Terms of Guarantee printed in this catalogue:

GLOSSARY FOR PAINTINGS

Giovanni Bellini
The work is, in our best judgement, by the named artist. When the artist's forename is not known, a series of asterisks followed by the surname of the artist, whether preceded by an initial or not, indicates that the work is, in our best judgement, by the named artist.

Attributed to Giovanni Bellini
In our opinion, probably a work by the artist but less certainty as to authorship is expressed than in the preceding category.

Studio of Giovanni Bellini
In our opinion, a work by an unknown hand in the studio of the artist which may or may not have been executed under the artist's direction.

Circle of Giovanni Bellini
In our opinion, a work by an as yet unidentified but distinct hand closely associated with the named artist but not necessarily his pupil.

Follower of Giovanni Bellini
In our opinion, a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil.

Manner of Giovanni Bellini
In our opinion, a work in the style of the artist and of a later date.

After Giovanni Bellini
In our opinion, a copy of a known work of the artist.

The term signed and/or dated and/or inscribed means that, in our opinion, a signature and/or date and/or inscription are from the hand of the artist.

The term bears a signature and/or a date and/or an inscription means that, in our opinion, a signature and/or date and/or inscription have been added by another hand.

Dimensions are given height before width.
Pictures are framed unless otherwise stated.

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